

### **13499 SW 40<sup>th</sup> St. | Benton, KS 67017**

AUCTION: BIDDING OPENS: Tues, March 31<sup>st</sup> @ 2:00 PM  
BIDDING CLOSING: Thurs, April 9<sup>th</sup> @ 2:00 PM

12041 E. 13th St. N. · Wichita, KS 67206  
316.867.3600 · 800.544.4489 · [McCurdy.com](http://McCurdy.com)



**McCurdy**  
REAL ESTATE & AUCTION



# Table of Contents

PROPERTY DETAIL PAGE  
TERMS AND CONDITIONS  
SELLER'S PROPERTY DISCLOSURES  
WATER WELL ORDINANCE  
AVERAGE UTILITIES  
FSA REPORTS  
SURVEYS  
ZONING MAP  
FLOOD ZONE MAP  
AERIAL MAP  
BRRETA DISCLOSURE  
GUIDE TO AUCTION COSTS

**ALL FIELDS CUSTOMIZABLE**



**MLS #** 669022  
**Status** Active  
**Contingency Reason**  
**Area** SCKMLS  
**Address** 13499 SW 40th St.  
**City** Benton  
**Zip** 67017  
**Asking Price** \$0  
**Picture Count** 36



**KEYWORDS**

**AG Bedrooms** 1  
**Total Bedrooms** 5.00  
**AG Full Baths** 2  
**AG Half Baths** 1  
**Total Baths** 5  
**Garage Size** 3  
**Basement** Yes - Finished  
**Levels** One Story  
**Approximate Age** 21 - 35 Years  
**Acreage** 10.01 or More

**Approx. AGLA** 2682  
**AGLA Source** Court House  
**Approx. BFA** 2390.00  
**BFA Source** Court House  
**Approx. TFLA** 5,072  
**Lot Size/SqFt** 10,328,076  
**Number of Acres** 237.10

**GENERAL**

**List Agent - Agent Name and Phone** Megan Rae Niedens - OFF: 316-683-0612  
**List Office - Office Name and Phone** McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600  
**Co-List Agent - Agent Name and Phone** Isaac Klingman  
**Co-List Office - Office Name and Phone** McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600  
**Showing Phone** 1-888-874-0581  
**Year Built** 2002  
**Parcel ID** 198-27-0-00-00-001-00-0  
**School District** Circle School District (USD 375)  
**Elementary School** Circle Greenwich  
**Middle School** Circle  
**High School** Circle  
**Subdivision** NONE LISTED ON TAX RECORD  
**Legal** S27 , T26 , R03E , ACRES 237.1 , W1/2 NE1/4; NW1/4 LESS ROW  
**List Date** 8/26/2025  
**Display Address** Yes  
**Days On Market** 189  
**Input Date** 3/3/2026 10:52 AM  
**Update Date** 3/3/2026  
**Status Date** 3/3/2026  
**Price Date** 3/3/2026

**Master Bedroom Level** Main  
**Master Bedroom Dimensions** 16.10 x 17.11  
**Master Bedroom Flooring** Carpet  
**Living Room Level** Main  
**Living Room Dimensions** 22.11 x 18.5  
**Living Room Flooring** Carpet  
**Kitchen Level** Main  
**Kitchen Dimensions** 15.8 x 13.9  
**Kitchen Flooring** Tile  
**Room 4 Type** Bedroom  
**Room 4 Level** Basement  
**Room 4 Dimensions** 15.9 x 11.6  
**Room 4 Flooring** Carpet  
**Room 5 Type** Bedroom  
**Room 5 Level** Basement  
**Room 5 Dimensions** 12.6 x 15.3  
**Room 5 Flooring** Carpet  
**Room 6 Type** Bedroom  
**Room 6 Level** Basement  
**Room 6 Dimensions** 14.7 x 15  
**Room 6 Flooring** Carpet  
**Room 7 Type** Dining Room  
**Room 7 Level** Main  
**Room 7 Dimensions** 8 x 12.7  
**Room 7 Flooring** Tile  
**Room 8 Type** Office  
**Room 8 Level** Main  
**Room 8 Dimensions** 11.9 x 13  
**Room 8 Flooring** Carpet  
**Room 9 Type** Family Room  
**Room 9 Level** Basement  
**Room 9 Dimensions** 24.6 X 26.7  
**Room 9 Flooring** Carpet  
**Room 10 Type**  
**Room 10 Level**  
**Room 10 Dimensions**  
**Room 10 Flooring**  
**Room 11 Type**  
**Room 11 Level**  
**Room 11 Dimensions**  
**Room 11 Flooring**

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

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**DIRECTIONS**

**Directions** (Benton) W. 21st St. & Andover Rd. - North to SW 40th St., East to Property.

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**FEATURES****ARCHITECTURE**

Ranch

**EXTERIOR CONSTRUCTION**

Frame w/Less than 50% Mas

Masonry-Stone

**ROOF**

Composition

**LOT DESCRIPTION**

Wooded

**FRONTAGE**

Unpaved Frontage

**EXTERIOR AMENITIES**

In Ground Pool

Swimming Pool Equipment

Ag Outbuilding(s)

Corral

Patio

Covered Patio

Fence-Other/See Remarks

Guttering

Horses Allowed

Satellite Dish

Security Light

Sidewalks

Sprinkler System

Storm Windows/Ins Glass

Outbuildings

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**FINANCIAL**

<b>Assumable Y/N</b>	No
<b>Currently Rented Y/N</b>	No
<b>Rental Amount</b>	
<b>General Property Taxes</b>	13223.00
<b>General Tax Year</b>	2025
<b>Yearly Specials</b>	\$0.00
<b>Total Specials</b>	\$2,025.00

**GARAGE**

Attached

Oversized

**FLOOD INSURANCE**

Unknown

**UTILITIES**

Lagoon

Rural Water

**BASEMENT / FOUNDATION**

Full

Day Light

**BASEMENT FINISH**

3 Bedroom

Bsmt Rec/Family Room

Bsmt Storage

1 Add. Finished Room

3 Baths

Bsmt Concrete Storm Room

**COOLING**

Geothermal

**HEATING**

Geothermal

**DINING AREA**

Formal

**KITCHEN FEATURES**

Eating Bar

Island

Pantry

Range Hood

Electric Hookup

Granite Counters

**APPLIANCES**

Dishwasher

Microwave

Range/Oven

**MASTER BEDROOM**

Master Bdrm on Main Level

Master Bedroom Bath

Tub/Shower/Master Bdrm

Two Sinks

**AG OTHER ROOMS**

Family Room-Main Level

Foyer

Office

**LAUNDRY**

Main Floor

220-Electric

**INTERIOR AMENITIES**

Closet-Walk-In

Vaulted Ceiling

Wet Bar

Window Coverings-Part

**POSSESSION**

At Closing

**PROPOSED FINANCING**

Other/See Remarks

**WARRANTY**

No Warranty Provided

**OWNERSHIP**

Trust

**PROPERTY CONDITION REPORT**

Yes

**SHOWING INSTRUCTIONS**

Appt Req-Call Showing #

**LOCKBOX**

None

**TYPE OF LISTING**

Excl Right w/o Reserve

**AGENT TYPE**

Sellers Agent

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<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	
<b>Home Warranty Purchased</b>	Unknown
<b>Earnest \$ Deposited With</b>	Security 1st Title

**REMARKS**

**Public Remarks** Property offered at ONLINE ONLY auction. **BIDDING OPENS:** Tuesday, March 31st, 2026 at 2 PM (cst) | **BIDDING CLOSING:** Thursday, April 9th, 2026 at 2 PM (cst). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. **CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! PREMIER!!!** Stunning 5,000± square foot custom-built (Goentzel) home nestled on 237± breathtaking acres just outside Benton, Kansas. This extraordinary estate offers the perfect balance of luxury living and wide-open Kansas beauty. Equestrian enthusiasts will appreciate the on-site horse barn, providing ideal space for stabling and caring for horses, along with ample acreage for riding and grazing. Whether you envision a private retreat, working ranch, or legacy property, this extraordinary estate delivers unmatched space, privacy, and opportunity. **HOME FEATURES** Private gated entrance with winding tree-lined drive Circle drive, welcoming you to the front of the home Over 5,000± square feet of living space Covered front porch Attached 3-car oversized garage Covered backyard porch overlooking the pool and backyard In-ground pool with diving board (serviced by Aquasizers) Beautiful landscaping by Johnson's Legacy Sprinkler system around home **INTERIOR HIGHLIGHTS** Welcoming foyer with adjacent formal dining area Spacious living room featuring tray ceilings and a wall of windows overlooking the property Additional living/hearth area off the kitchen with bay window and direct access to the backyard Well-appointed kitchen with granite countertops, eating bar, center island, pantry, and some appliances included Convenient main floor laundry room with a half bath Dedicated office space that could be used as a fifth bedroom Guest full bathroom with access from the office and hallway Primary Suite Expansive primary bedroom with backyard views and tray ceilings Luxurious ensuite bath featuring a soaker tub, walk-in shower, and walk-in closet Basement Full, finished basement Large recreation/family room Three additional bedrooms, each with a full bath Additional finished bonus room Storage space **EXTERIOR FEATURES:** 95 x 45 barn featuring 6 indoor /outdoor horse stalls, plus garage/shop space with a restroom & CH/CA 125 x 60 shop/garage building with overhead door and concrete flooring 100 x 60 hay shed/summer barn built on compacted til dirt with piers tied crossways with concrete (anti-shifting stability) 20 x 16 loafing shed Corral area Treehouse Perimeter fencing (some electric, pipe, metal & barbed wire) Pond & Creek area Two additional gates into the fields Pasture with native grass and brome **ADDITIONAL FEATURES:** Energy-efficient geothermal heating and cooling system Lagoon system (The top of the lagoon is lower than the basement of the home to ensure no overflow) Irrigation well Rural water service Swimming pool liner and cover recently replaced This exceptional property is a true private oasis on 237± acres of beautiful Kansas countryside. With expansive acreage, equestrian facilities, and luxury living all in one, it offers the perfect blend of space, serenity, and opportunity. This will be a 45-day closing. \*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 (\$2,500.00 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 \$75,000. This will be a 45-day closing.

**AUCTION**

<b>Type of Auction Sale</b>	Reserve	<b>Method of Auction</b>	Online Only
<b>Auction Location</b>	mccurdy.com	<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	3/31/2026	<b>Auction Start Time</b>	2:00 PM
<b>Broker Registration Req</b>	Yes	<b>Buyer Premium Y/N</b>	Yes
<b>Premium Amount</b>	0.10	<b>Earnest Money Y/N</b>	Yes
<b>Earnest Amount %/\$</b>	75,000.00	<b>1 - Open for Preview</b>	
<b>1 - Open/Preview Date</b>		<b>1 - Open Start Time</b>	
<b>1 - Open End Time</b>			

**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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

## TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. 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. 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 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; easements; covenants; 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 had 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.
3. 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.
4. 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.
5. There will be a 10% buyer's premium (\$2,500.00 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.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. 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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. 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.
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. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed 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 voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
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 Real Estate 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 reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
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. 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 account has been compromised, Bidder must immediately inform McCurdy at [auctions@mccurdy.com](mailto:auctions@mccurdy.com).

21. 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 nor 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.
22. The ability to "pre-bid" or to place 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 that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. 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. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. 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.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. 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.
30. 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.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth 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.



### Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 13499 SW 40th St. - Benton, KS 67017

Seller: Mohney Family Trust

Date of Purchase 2002

**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).

#### PART I

APPLIANCES						ELECTRICAL					
None Does Not Transfer	TRANSFERS TO BUYER			Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	None Does Not Transfer	TRANSFERS TO BUYER			Smart Device	Indicate the condition of the following items by marking the appropriate boxes.
	Working	Not Working	Don't Know				Working	Not Working	Don't Know		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke/Fire Detectors
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Switches/Outlets
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range (Circle One) Gas <u>Electric</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bathroom Vent Fan(s)
					Built in (Circle One) <u>YES</u> NO	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Wiring/Blocks/Jacks
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Door Bell
					Vented Outside (Circle One) <u>YES</u> NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kitchen Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Opener
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer						Keypad Entry: (Circle One) <u>YES</u> NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aluminum Wiring
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copper Wiring
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	220 Volt
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Attached Gas Grill						Service Panel Total Amps <u>400</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Equipment - (Circle One) Own Rent/Lease Company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wind - (Circle One) Own Rent/Lease
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hydroelectric - (Circle One) Own Rent/Lease
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security System - (Circle One) <u>Own</u> Rent/Lease Company
Comments:						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audio/Video Surveillance System

Rev 12/23

SELLER'S INITIALS: RM BAM

Pg 1 of 7

BUYER'S INITIALS: \_\_\_\_\_

#1004

27	WATER/SEWAGE SYSTEMS (See Part II Also)					27	HEATING & COOLING SYSTEMS						
28	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.			28	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.		
29	None Does Not Transfer	Working Not Working	Don't Know				29	None Does Not Transfer	Working Not Working	Don't Know			
30	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewage Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooling System	
31	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump						Type <u>Geothermal</u>	
32	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Backup Sump Pump/Battery						Age <u>9 yrs</u>	
33	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heating System	
34						Type <u>PER</u>						Type	
35	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater (Circle One) <u>Elect</u> Gas						Age <u>1 year</u>	
36						Size & Age <u>2/50 yr. 2 yr.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window/Wall Air Conditioning Units	
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Instant Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	
39						(Circle One) Own Rent/Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace	
40						Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Insert	
41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Purifier/Reverse Osmosis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning Stove	
42	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Underground Sprinkler System						Chimney/Flue - Date Last Cleaned	
43						Backflow Device (Circle One) YES <u>NO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Log Lighter	
44						Date Last Tested or Inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Whole House Attic Fan	
45	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Equipment - (Circle One) Own Rent/Lease	
46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub/Spa						Company	
47	Comments:						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Geothermal	
48							<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Propane Tank - (Circle One) Own Rent/Lease	
49												Company	
50						Comments:							
51	MEDIA												
52	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.			SMART DEVICES						
53	None Does Not Transfer	Working Not Working	Don't Know									Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:	
54	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish							
55	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	# of Rcvrs/Remotes							
56	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attached Antennas							
57	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV Wiring/Jacks							
58	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attached Television Mount(s)							
59	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector(s)							
60	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector Screen(s)							
61	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Surround Sound Speakers							
62	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wired for Surround Sound							
63	Comments:					Any Additional Comments For Part I.							
64													



**PART II**

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

Attach all relevant documentation for further explanation, including any and all repair reports.

	YES	NO	DON'T KNOW	
				<b>SECTION 1</b>
				<b>STRUCTURAL FOUNDATION/WALLS</b>
74	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)?
75	If YES, are you aware of any adverse conditions? _____			
76	_____			
77	Indicate all that apply: <input type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab			
78	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any structural engineer's report(s) available?
79	If YES, Date of Report: _____ Copy Attached? (Mark One): <input type="checkbox"/> YES <input type="checkbox"/> NO			
80	<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
81	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Movement, shifting, deterioration or other problems with walls or foundation?
82	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cracks or flaws in the walls, floors or foundation?
83	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with driveways, walkways, patios, retaining walls, party walls?
84	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with operation of windows or doors, or broken seals?
85	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
86	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties?    Date: _____                      (If YES, explain below and attach copy.)
87	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the walls?
88	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the floors?
89	Additional Comments:			
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				<b>SECTION 2</b>
				<b>ROOF/INSULATION</b>
95	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Age: <u>22</u> Type: <u>Asphalt</u>
96	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any <input type="checkbox"/> PAST <input type="checkbox"/> PRESENT    roof leaks?    (Mark One)
97	If any, identify details below.			
98	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	During your ownership, has the roof ever been <input type="checkbox"/> REPLACED? <input type="checkbox"/> REPAIRED?    (Mark One)
99	If YES, Date: _____ (Identify details below.)			
100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties?    Date: _____                      (If YES, explain below and attach copy.)
101	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with chimneys or chases? (If YES, explain below.)
102	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
103	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the ceiling/attic?
104	Additional Comments:			
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				<b>SECTION 3</b>
				<b>MOLD/MILDEW</b>
110	According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
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113	<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
114	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Presence of any mold/mildew in the property?
115	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any problems created by mold or mildew for occupants of the structure during your ownership?
116	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you had any inspections for mold or mildew?                      If YES, Date: _____                      (If YES, explain below.)
117	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
118	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
119	Additional Comments:			
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Rev 12/23

SELLER'S INITIALS: RM BAM Pg 3 of 7 BUYER'S INITIALS: \_\_\_\_\_

#1004

124 Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.  
 125 Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to City Water?		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to Rural Water? If YES, Transfer Fee: <u>?</u> District: <u>RWD#5</u>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to any private water systems? (Mark all that apply.)		
			<input type="checkbox"/> Drinking Well	<input checked="" type="checkbox"/> Irrigation Well	<input type="checkbox"/> Geo-Thermal Well
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: <u>Submersible</u> Location: <u>West of house</u> Depth: <u>125 ft.</u>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: <u>pump</u> Location: _____ Depth: _____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: _____ Location: _____ Depth: _____		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the water in any wells shown test results of contamination? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a septic system? Date Last Pumped: _____		
			Tank Size: _____ Location: _____		
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a lagoon system? Location: <u>West of house</u>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to some other type of waste disposal system? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the main waste disposal line ever been snaked or scoped?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is there any problem relating to the waste disposal system?		
144 Additional Comments:					

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS		
148 To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage in or around the fireplace or chimney?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage around (If YES, mark all that apply.) <input type="checkbox"/> WINDOWS <input type="checkbox"/> SKYLIGHTS <input type="checkbox"/> DOORS?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks caused by appliances?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage into (If YES, mark all that apply.) <input type="checkbox"/> BASEMENT <input type="checkbox"/> CRAWL SPACE		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any accumulation of water within the basement/crawl space?		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump(s) Location(s): <u>Basement</u>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drain Tiles (If YES, mark all that apply.) <input type="checkbox"/> INTERIOR <input type="checkbox"/> EXTERIOR		
158 Additional Comments:					

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)		
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT	<input type="checkbox"/> OTHER WOOD INFESTATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)		
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT	<input type="checkbox"/> OTHER WOOD INFESTATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have there been any repairs of such damage? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property currently under a termite warranty or other coverage by a licensed pest control company?		
			Company: _____	Warranty Expiration Date: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any pest control reports in the last 5 years? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional pest control treatments in the last 5 years? (If YES, explain below.)		
174 Additional Comments:					



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

Attach all relevant documentation for further explanation, including any and all repair reports.

			SECTION 7
YES	NO	DON'T KNOW	ENVIRONMENTAL CONDITIONS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property located in a subdivision with a master drainage plan?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, is the property in compliance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do mineral rights convey to buyer? If NO, please define: _____
<b>Groundwater contamination has been detected in several areas in the State of Kansas.</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of groundwater contamination or other environmental concerns?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any reports or records pertaining to groundwater contamination or other environmental concerns?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any diseased or dead trees and shrubs?
<b>To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asbestos
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contaminated soil or water (including drinking water)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landfill or buried materials
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lead-based paint (If YES, attach disclosure.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radon gas in house or well      Has a mitigation system been installed? (Mark One) <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Methane Gas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil sheers in wet areas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radioactive material
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toxic material disposal (solvents, chemicals, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground fuel or chemical storage tanks
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMFs (Electro Magnetic Fields)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Urea formaldehyde foam insulation (UFFI)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are any of the above conditions present near your property?
Comments:			

			SECTION 8
YES	NO	DON'T KNOW	BOUNDARIES/LAND
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have you had a survey of the property? (If YES, attach copy if available.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the boundaries of your property marked in any way?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there any fencing on the boundaries of the property?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does fencing belong to the property? If YES, which sides? <u>ALL</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property owner responsible for maintenance of any such shared feature(s)?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a federally designated flood plain?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you currently, or have you ever, paid flood insurance for the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a designated wetlands area?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
		<input type="checkbox"/>	EXPANSIVE SOIL
		<input type="checkbox"/>	FILL DIRT
		<input type="checkbox"/>	SLIDING
		<input type="checkbox"/>	SETTLING
		<input type="checkbox"/>	EARTH MOVEMENT
		<input type="checkbox"/>	UPHEAVAL
		<input type="checkbox"/>	EARTH STABILITY PROBLEMS
Comments:			

Rev 12/23      SELLER'S INITIALS: Rm BAM      Pg 5 of 7      BUYER'S INITIALS: \_\_\_\_\_      #1004



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

236 Attach all relevant documentation for further explanation, including any and all repair reports.

			SECTION 9	
YES	NO	DON'T KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION	
The law requires that the Seller disclose the existence of special assessments against a property.				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any current/pending bonds, assessments, or special taxes that apply to property?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).	
			<input type="checkbox"/> Owner	<input type="checkbox"/> County
			<input type="checkbox"/> Public Record	<input type="checkbox"/> Other: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to rules or regulations of an active Homeowner's Association?	
			Annual Dues? _____	Initiation Fee? _____
			Homeowner's Association contact information: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to a right of first refusal?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any violations of such covenants and restrictions?	
Comments:				

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			SECTION 10	
YES	NO	DON'T KNOW	MISCELLANEOUS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the present use of the property a non-conforming use?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have there been any insurance claims during the seller's ownership?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were repairs made? If so, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any unrepaired damage due to hail, storm, wind, fire or flood?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does a pet(s) reside or has a pet(s) ever resided in or on the property?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do all window and door treatments remain? If NO, please list: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does any other personal property remain? If YES, please list: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the property contain any of the following? (Mark all that apply.)	
			<input checked="" type="checkbox"/> Swimming Pool	<input type="checkbox"/> Spa
			<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna
			<input type="checkbox"/> Water Feature	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, are either of the following heated? <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Spa If yes, type of heat? _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: <u>Swimming pool liner + cover replaced 2022/23</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property in a historic, historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties on the property or any of its components?	
Comments:				

277  
278  
279

280 Any Additional Comments For Part II:

281

282

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287

### SELLER'S ACKNOWLEDGEMENT

288 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's  
289 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the  
290 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and  
291 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with  
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.

294 Seller is occupant:  YES  NO

295 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.

296 SELLER:  02/17/2026 SELLER:  02/17/2026  
297 Date Date

298

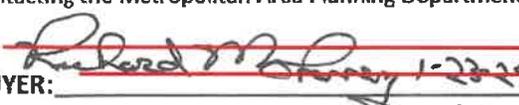
### BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

299 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject  
300 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by  
301 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract  
302 with the Seller.

303 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical  
304 defects in the property.

305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
306 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  
307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at  
308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

309 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that  
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  
311 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential  
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.

314 BUYER:  1-22-2026 BUYER:     
315 Date Date

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# SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 **Property Address:** 13499 SW 40th St. - Benton, KS 67017  
 2 **Seller:** Mohney Family Trust **Date of Purchase:** 2/2002  
 3 **Property currently zoned as:** Agriculture

4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on  
 5 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,  
 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know  
 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the  
 8 form. Prospective Buyers may rely on the information you provide.

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

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

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

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

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

## PART I

Indicate the condition of the following items by marking the appropriate box.  
 Check only one box for each item.

None  
 Does Not Transfer  
 Working  
 Not Working  
 Don't Know

### WATER SYSTEMS

20      Well/Pump irrigation only  
 21      Drinking \_\_\_\_\_ Irrigation \_\_\_\_\_  
 22      Location \_\_\_\_\_  
 23      Depth \_\_\_\_\_  
 24      Type \_\_\_\_\_  
 25 If on well water, has water ever shown test results of contamination?  Yes  No  
 26 Is the property connected to  city  rural water systems?  
 27 Rural Water Transfer?  Yes  No Transfer Fee \$ ?  
 28      Cistern \_\_\_\_\_  
 29      Other \_\_\_\_\_  
 30 Comments: \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

### DRAINAGE/SEWAGE SYSTEMS

33      Sewer Lines \_\_\_\_\_  
 34      Septic/Laterals \_\_\_\_\_  
 35      Lagoon \_\_\_\_\_  
 36      Tank Size \_\_\_\_\_ Location \_\_\_\_\_  
 37      # Feet of Laterals \_\_\_\_\_  
 38      Other \_\_\_\_\_  
 39      Other \_\_\_\_\_  
 40 Comments: \_\_\_\_\_  
 41 \_\_\_\_\_  
 42 \_\_\_\_\_

Seller's Initials

R

BAM

Buyer's Initials \_\_\_\_\_

PART II

Answer questions to the best of your (Seller's) knowledge.

None Does Not Transfer Working Not Working Don't Know

GAS/ELECTRIC

- 43 Is there a propane tank on the property? If yes, is it owned leased? Company:
44
45
46 Are there solar panels on the property? If yes, are they owned rented/leased? Company:
47
48
49 Are there wind turbines on the property? If yes, are they owned rented/leased? Company:
50
51
52 Is there hydroelectric on the property?

Yes No Don't Know

- 53 Is gas connected to property? If not, distance to nearest source?
54 Is electricity connected to property? If not, distance to nearest source?
55 To your knowledge, is there any additional costs to hook up utilities? If yes, please explain:
56
57
58 Comments:
59

DRAINAGE/SEWAGE SYSTEMS

- 60 Is property connected to a public sewer system? If yes, no explanation required.
61
62 Is there a septic tank/lagoon system serving this property? If yes, when was it last serviced? Date
63
64 To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 To your knowledge, is the property located in a federally designated flood plain or wetlands area?
66 Is the property located in a subdivision with a master drainage plan? If so, is this property in compliance?
67
68 Has the property ever had a drainage problem during your ownership?
69 Do you currently pay flood insurance?
70 Other drainage/sewage systems and their conditions:
71 Comments:
72

BOUNDARIES/LAND

- 73 Have you had a survey of your property?
74 Are the boundaries of your property marked in any way?
75 Is there any fencing on the boundary(ies) of the property? If yes, does the fencing belong to the property?
76
77 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
78 Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
79
80 Is this property owner responsible for maintenance of any such shared feature?
81 Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
82
83 Comments:
84

Seller's Initials R M BAM Buyer's Initials

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**HOMEOWNER'S ASSOCIATION**

Is the property subject to rules or regulations of any homeowner's association?  
Annual dues \$ \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_  
To your knowledge, are there any problems relating to any common area?  
Have you been notified of any condition which may result in an increase in assessments?  
Comments: \_\_\_\_\_

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**ENVIRONMENTAL CONDITIONS**

To your knowledge, are any of the following substances, materials, or products present on the real property?  
Asbestos  
Contaminated soil or water (including drinking water)  
Landfill or buried materials  
Methane gas  
Oil sheers in wet areas  
Radioactive material  
Toxic material disposal (e.g., solvents, chemicals, etc.)  
Underground fuel or chemical storage tanks  
EMFs (Electro Magnetic Fields)  
Gas or oil wells in area  
Other  
To your knowledge, are any of the above conditions present near your property?  
Comments: \_\_\_\_\_

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**MISCELLANEOUS**

To your knowledge:  
Are there any gas/oil wells on the property or adjacent property?  
Is the present use of the property a non-conforming use?  
Are there any violations of local, state or federal government laws or regulations relating to this property?  
Is there any existing or threatened legal or regulatory action affecting this property?  
Are there any current special assessments or do you have knowledge of any future assessments?  
Are there any proposed or pending zoning changes on this or adjacent property?  
Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?  
Are there any diseased or dead trees or shrubs?  
Is the property located in an area where public authorities have or are contemplating condemnation proceedings?  
Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.  
Comments: \_\_\_\_\_

123  
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**Seller Owns:**  
Mineral Rights:  
\_\_\_\_\_% pass with the land to the Buyer \_\_\_\_\_ % remain with the Seller  
\_\_\_\_\_% are owned by third party \_\_\_\_\_ unknown  
Are there any oil, gas, or wind leases of record or Other? Please explain: \_\_\_\_\_  
Crops planted at the time of sale:  
\_\_\_\_\_% pass with the land to the Buyer \_\_\_\_\_ remain with the Seller  
\_\_\_\_\_% none \_\_\_\_\_ negotiable  
Other (please describe): HAY FIELDS / NO PLANTED CROPS

Seller's Initials DRM BAM Buyer's Initials \_\_\_\_\_

135 Tenant's rights apply to the subject property with lease or shares as follows: \_\_\_\_\_  
 136 NO TENANT  
 137 \_\_\_\_\_  
 138 Water Rights:  
 139 \_\_\_\_\_ pass with the land to the Buyer - Permit # \_\_\_\_\_  
 140 \_\_\_\_\_ remain with the Seller - Permit # \_\_\_\_\_  
 141 \_\_\_\_\_ have been terminated  
 142 Comments: \_\_\_\_\_  
 143 \_\_\_\_\_

**SELLER'S ACKNOWLEDGMENT**

144 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's  
 145 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that  
 146 the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless  
 147 and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection  
 148 with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure  
 149 to other real estate brokers and agents and prospective buyers of the property.

150 Richard M. Blay 1-23-2026 Barbara Holmf 1/23/2026  
 151 Seller Date Seller Date

**OR**

152 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.  
 153 I have not occupied this property in \_\_\_\_\_ years and am not familiar with all conditions represented in this form.

154 \_\_\_\_\_  
 155 Seller Date Seller Date

**BUYER'S ACKNOWLEDGMENT AND AGREEMENT**

- 156 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.  
 157 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of  
 158 any kind by the Seller or any REALTOR® concerning the condition or value of the property.  
 159
- 160 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been  
 161 advised to have the property examined by professional inspectors.
- 162 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical  
 163 defects in the property. I state that no important representations concerning the condition of the property are being relied  
 164 upon by me except as disclosed above or as fully set forth as follows: \_\_\_\_\_  
 165 \_\_\_\_\_
- 166 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
 167 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire  
 168 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)  
 169 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 170 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base  
 171 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise  
 172 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information  
 173 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I  
 174 may find information by contacting the Metropolitan Area Planning Department.

175 \_\_\_\_\_  
 176 Buyer Date Buyer Date

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Seller's Initials [Signature] BAM Buyer's Initials \_\_\_\_\_



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 13499 SW 40th St. - Benton, KS 67017

**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 X NO \_\_\_\_\_

If yes, what type? Irrigation X Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: Between Bun and Home

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO \_\_\_\_\_

If yes, what type? Septic \_\_\_\_\_ Lagoon X

Location of Lagoon/Septic Access: West of Home

Richard A. Mohr \_\_\_\_\_ 8-26-25  
Owner/Seller Date

Barbara A. Mohr \_\_\_\_\_ 8/26/25  
Owner/Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



# AVERAGE MONTHLY UTILITIES

## MISCELLANEOUS INFORMATION

Property Address: 13499 SW 40th St. - Benton, KS 67017 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider   Company	12 Month Avg
Electric:	<u>Butler Electric Cooperative</u>	<u>\$552</u>
Water & Sewer:	<u>Butler RWD # 5</u>	<u>\$79</u>
Gas   Propane:	_____	_____

If propane, is tank owned or leased?      Owned      Leased

*If leased, please provide company name and monthly lease amount:*

\_\_\_\_\_

### Appliances that Transfer:

Refrigerator?    Yes     No  
 Dishwasher?     Yes    No  
 Stove/Oven?     Yes    No  
 Microwave?     Yes    No

Washer?    Yes     No  
 Dryer?    Yes     No  
 Other? \_\_\_\_\_

Homeowners Association:    Yes     No

Dues Amount: \_\_\_\_\_      Yearly      Monthly      Quarterly

Initiation Fee: \_\_\_\_\_

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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.*

KANSAS  
BUTLER

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6235

Prepared : 2/4/26 3:31 PM CST

Crop Year : 2026

Operator Name : RICHARD MOHNEY  
 CRP Contract Number(s) : None  
 Recon ID : None  
 Transferred From : None  
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
233.32	157.84	157.84	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	157.84	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, OATS, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	108.50	0.00	34	
Oats	2.70	0.00	41	
Grain Sorghum	19.80	0.00	56	
<b>TOTAL</b>	<b>131.00</b>	<b>0.00</b>		

NOTES

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Tract Number : 10258

Description : C13 NW/4,W/2 NE/4 27-26-3  
 FSA Physical Location : KANSAS/BUTLER  
 ANSI Physical Location : KANSAS/BUTLER  
 BIA Unit Range Number :  
 CRP Contract Number(s) : None  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Tract does not contain a wetland  
 WL Violations : None  
 Owners : RICHARD MOHNEY, BARBARA A MOHNEY  
 Other Producers : None  
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
233.32	157.84	157.84	0.00	0.00	0.00	0.00	0.0

KANSAS  
 BUTLER  
 Form: FSA-156EZ



United States Department of Agriculture  
 Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6235  
 Prepared : 2/4/26 3:31 PM CST  
 Crop Year : 2026

Tract 10258 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	157.84	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	108.50	0.00	34
Oats	2.70	0.00	41
Grain Sorghum	19.80	0.00	56
<b>TOTAL</b>	<b>131.00</b>	<b>0.00</b>	

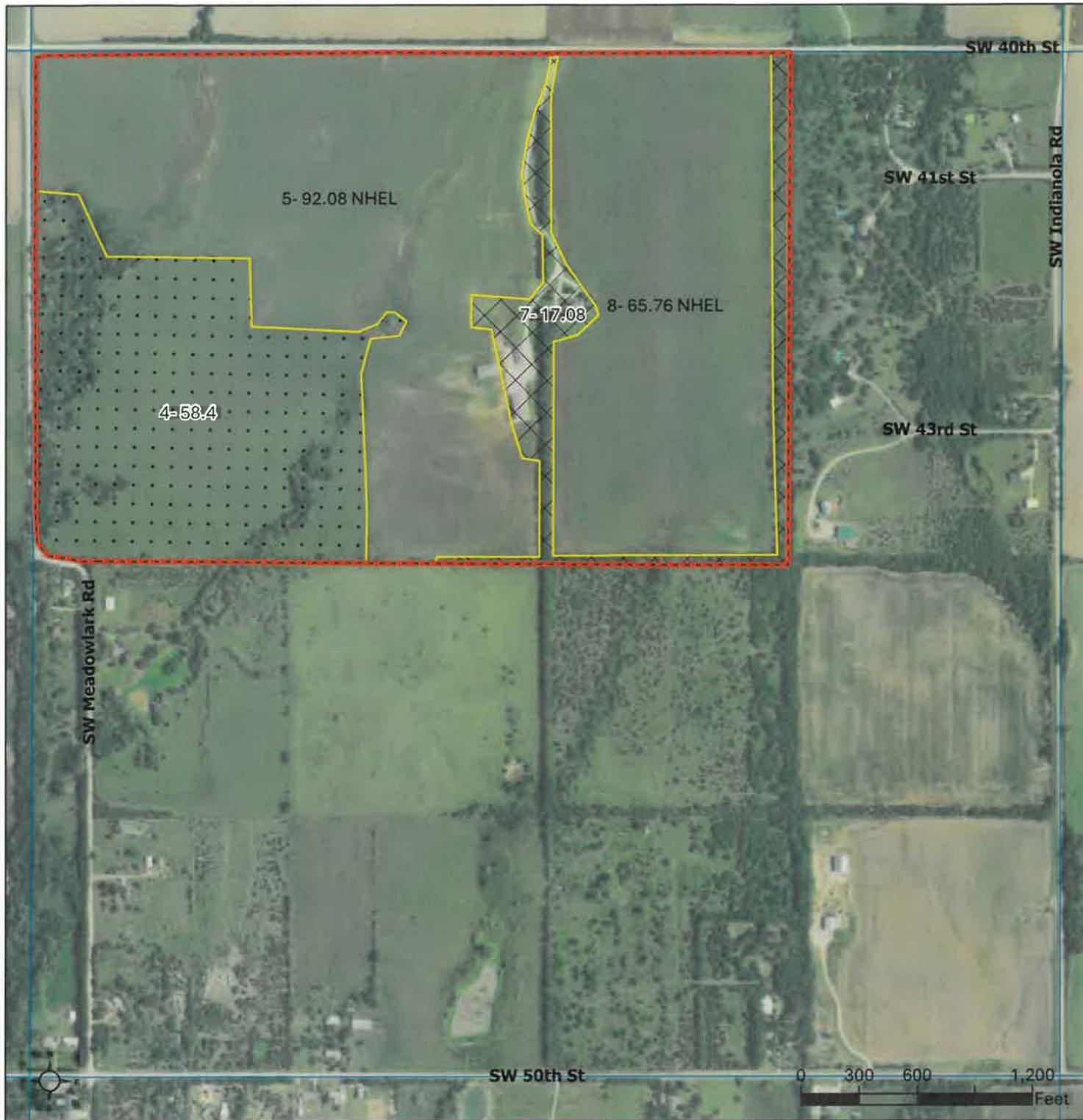
NOTES

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*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*



- Cropland
- Tract Boundary
- Rangeland
- PLSS
- Other Ag

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation
  - Compliance Provisions

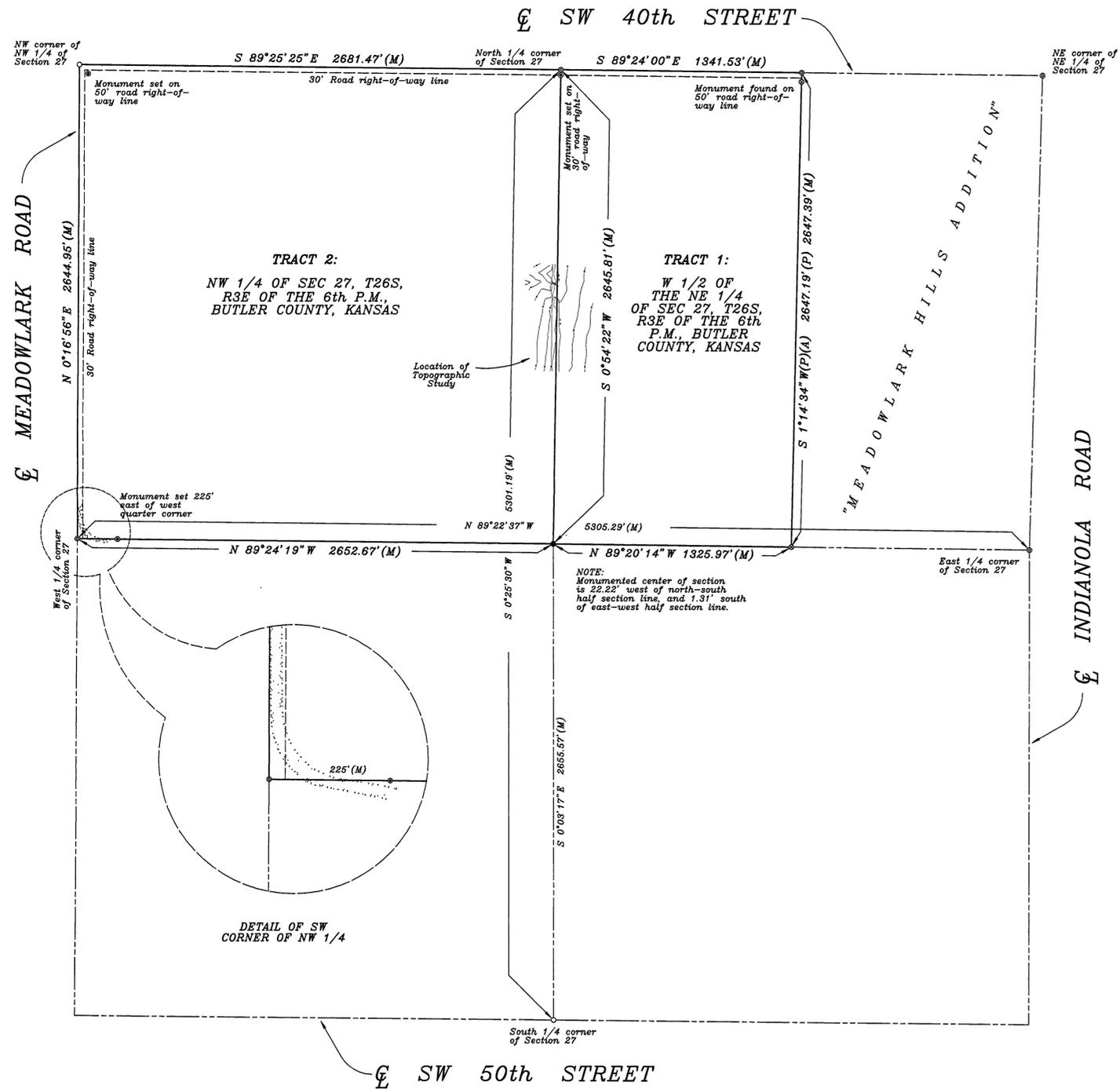
- Unless noted on field:**
- |                             |                                |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR    | 6/ Grass SMO, NI, FG           |
| 2/ All Sorghum GRS, NI, GR  | 7/ Alfalfa, NI, FG             |
| 3/ All Corn YEL, NI, GR     | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, Upland, NI, GR      |
| 5/ Grass NAG, NI, GZ        | 10/ Grass NAG, NI, LS          |

Tract Cropland Total: 157.84 acres

**2026 Program Year**  
 Map Created November 21, 2025  
 2023 NAIP  
**Farm 6235**  
**Tract 10258**  
**27-26-3**

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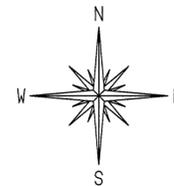
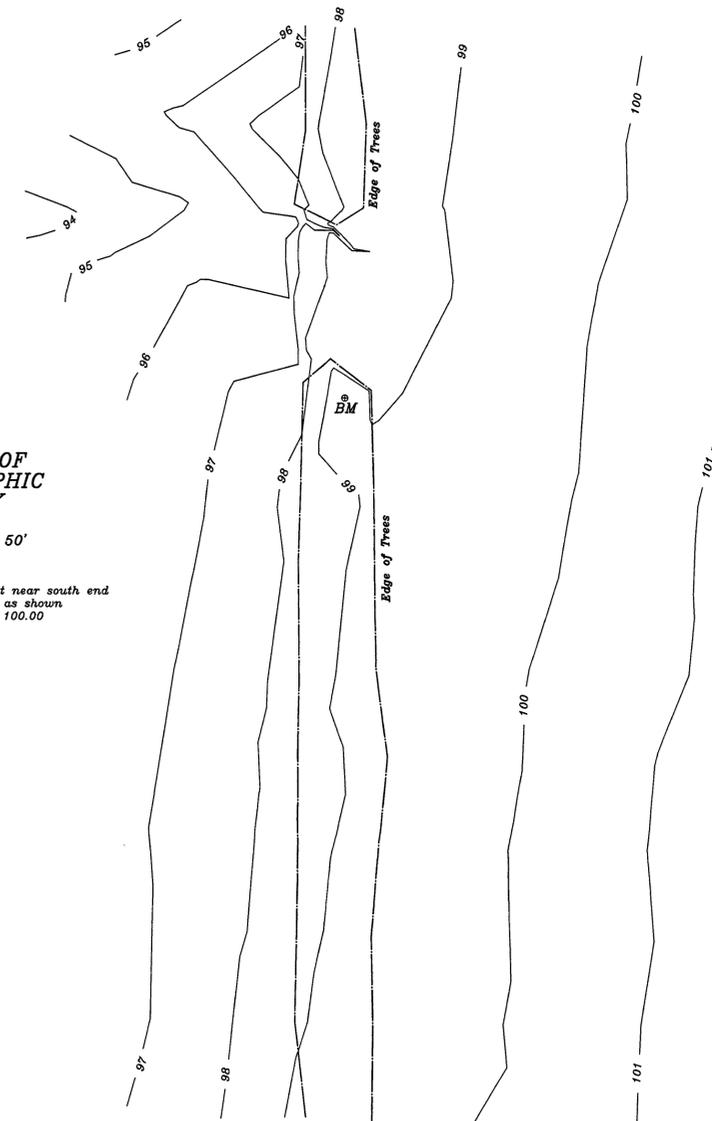
# Boundary Survey and Topographic Study for Dr. Richard Mohney



## DETAIL OF TOPOGRAPHIC STUDY

SCALE: 1" = 50'

Onsite Benchmark:  
"MAC" nail in tree root near south end  
of break in tree row, as shown  
Assumed Elevation: 100.00



SCALE: 1" = 400'

### LEGEND:

- = #4 Rebar, found
- = #5 Rebar, found
- ⊙ = #5 Rebar with Butler County ID cap, found
- ⊕ = 3/4" Iron pipe with ID cap "MOHRING LS875", found
- ⊗ = #4 Rebar with ID cap "G&A CLS-95", set
- (A) = Assumed bearing basis
- (M) = Measured
- (P) = Plat information from "Meadowlark Hills Addition", Butler County, Kansas

File #020035  
February 27, 2002



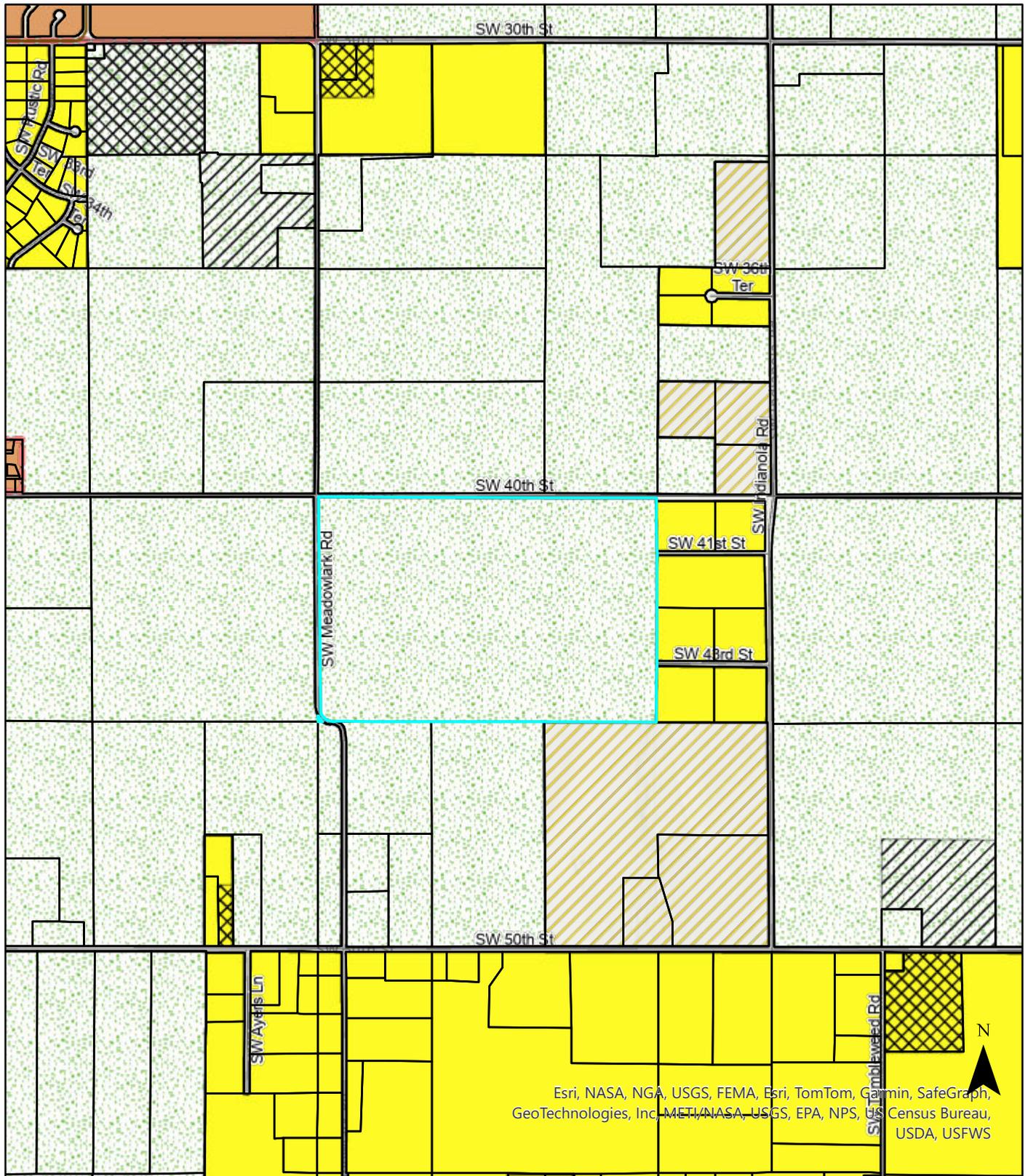
Griffiths & Associates, Inc.

Land Surveyors

1333 N. Broadway, Ste. A  
Wichita, KS 67214  
(316) 267-2900  
fax (316) 267-4431



# 13499 SW 40th St., Benton, KS 67017 - Zoning AG-40



Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

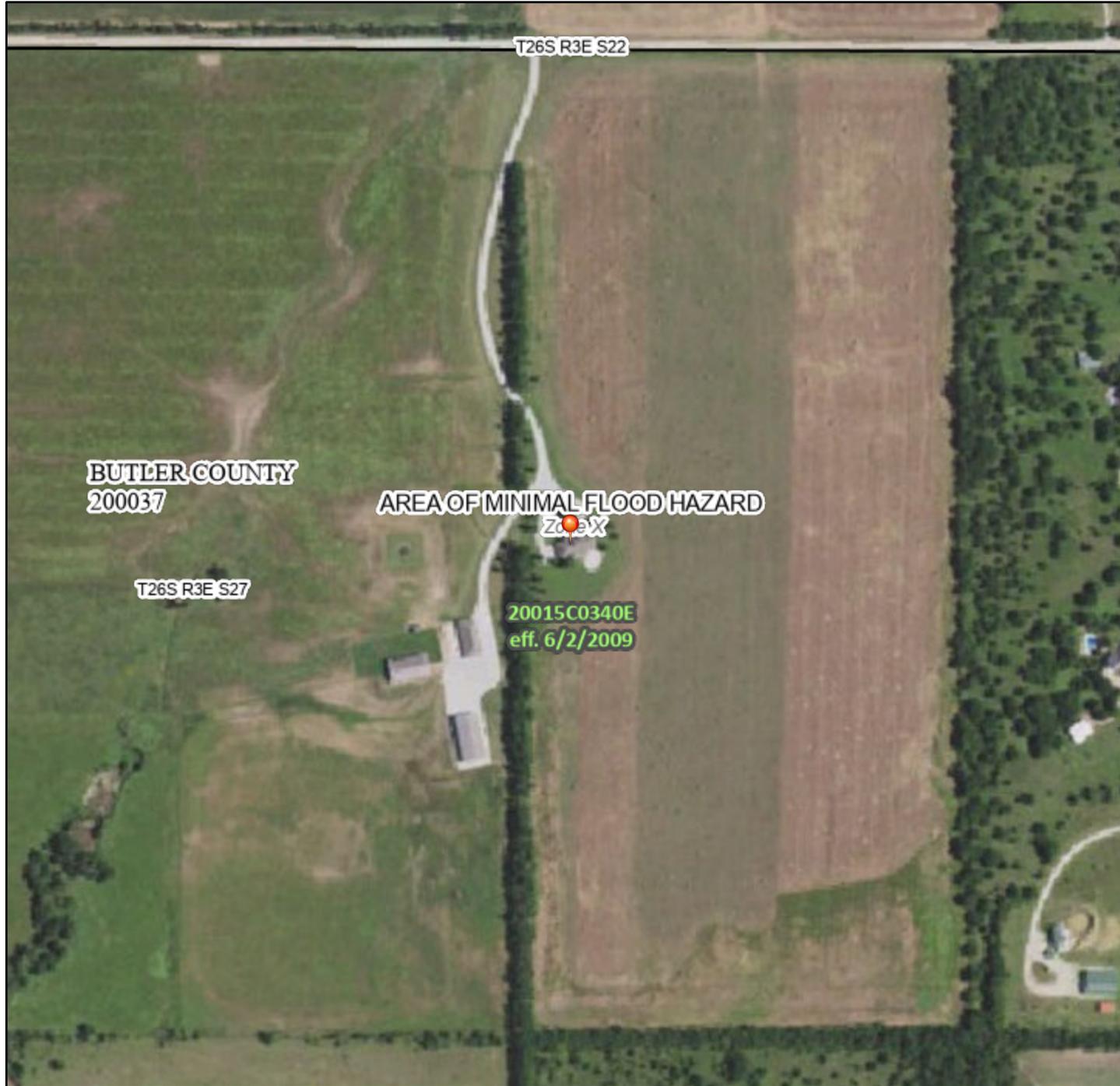
- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>Parcels_Data_BldgLL_Condos</li> <li>RoadCenterline</li> <li>ROAD_TYPE</li> <li>CITY</li> <li>COUNTY ASPHALT</li> <li>COUNTY GRAVEL</li> </ul> | <ul style="list-style-type: none"> <li>KANSAS TURNPIKE</li> <li>PAPER</li> <li>PRIVATE</li> <li>STATE HWY</li> <li>TOWNSHIP</li> <li>US HWY</li> <li>&lt;all other values&gt;</li> </ul> | <ul style="list-style-type: none"> <li>Municipal Boundaries</li> <li>Rural Zoning Districts</li> <li>Updates in Progress</li> <li>AG-40 Agricultural District - 40</li> <li>AG-80 Agricultural District - 80</li> <li>C-Commercial District</li> </ul> |
|--|--|--|

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

# National Flood Hazard Layer FIRMMette



97°5'39"W 37°46'2"N



1:6,000

97°5'2"W 37°45'34"N

Basemap Imagery Source: USGS National Map 2023

## Legend

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

<b>SPECIAL FLOOD HAZARD AREAS</b>		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>		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 <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
<b>OTHER AREAS</b>		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
<b>GENERAL STRUCTURES</b>		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
<b>OTHER FEATURES</b>		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
<b>MAP PANELS</b>		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



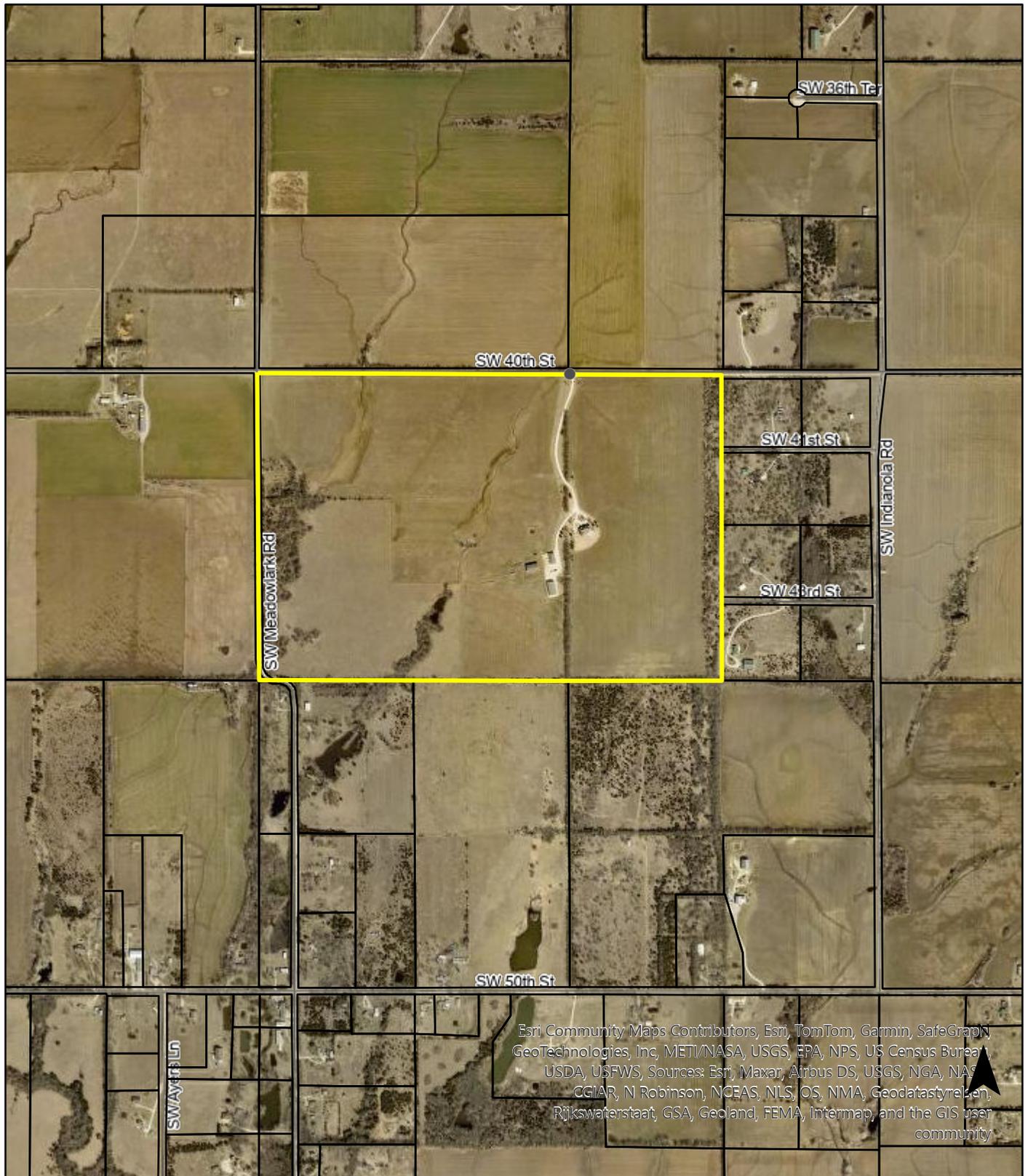
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **7/22/2025 at 8:52 PM** 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.

# 13499 SW 40th St., Benton, KS 67017 - Aerial



Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasyrskolen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

- |                       |                 |                    |                      |
|-----------------------|-----------------|--------------------|----------------------|
| Parcel Data           | COUNTY ASPHALT  | STATE HWY          | Municipal Boundaries |
| BLDG LL               | COUNTY GRAVEL   | TOWNSHIP           | County Boundary      |
| <b>RoadCenterline</b> | KANSAS TURNPIKE | US HWY             |                      |
| <b>ROAD_TYPE</b>      | PAPER           | <all other values> |                      |
| CITY                  | PRIVATE         | Condo_Boundaries   |                      |

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## 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)*

