



SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2014

SELLER: JC and Mary Lou Brown Living Trust
DATE: Oct 6, 2020
PROPERTY ADDRESS: 1864 N 600 Rd, Baldwin City, Ks 66006-7262

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

[Signature] [Signature] 10-6-2020
 SELLER'S INITIALS SELLER'S INITIALS DATE OF SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS BUYER'S INITIALS DATE OF BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 49 years
2. Approximate date that SELLER acquired the Property: 1955
3. Does SELLER currently occupy the Property? Yes No
If No, how long has it been since the SELLER occupied the Property? _____

Part 4. APPLIANCES, EQUIPMENT AND FIXTURES:

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

	NOT				NOT		
	WORKING	WORKING	INCLUDED		WORKING	WORKING	INCLUDED
1. Air conditioning - central system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Intercom, sound system wiring or built-in speaker system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Air conditioning - window units #	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	25. Microwave oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Air purifier system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26. Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas			
5. Cable television wiring/jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	27. Propane tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling fan(s) # <u>3</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned			
7. Central vacuum and attachments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	28. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Clothes dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas			
9. Clothes washer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	29. Range ventilation system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Refrigerator # <u>1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Sauna/spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Doorbell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Steam <input type="checkbox"/> Dry			
13. Exhaust fans - bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Fireplace/fireplace insert	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Leased <input type="checkbox"/> Owned			
<input checked="" type="checkbox"/> Blower <input checked="" type="checkbox"/> Factory-built <input checked="" type="checkbox"/> Masonry				33. Smoke alarms/detectors # <u>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Fireplace gas logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	34. Sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Fireplace gas starter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Back flow preventer <input type="checkbox"/> Auto-timer			
17. Fireplace wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	35. Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Garage door opener(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of remotes <u>1</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Telephone wiring/jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Gas grill	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	38. TV antenna/receiver/satellite dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Leased <input type="checkbox"/> Owned			
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Forced air gas <input type="checkbox"/> Electric				39. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Boiler (<input type="checkbox"/> Hot water <input type="checkbox"/> Steam)				40. Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Heat pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	41. Water purifier/softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Hot tub/whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	42. Other <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

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Part 5. STRUCTURAL CONDITIONS:

1. What is the approximate age of the roof (if known)? 8 years Type of roof: Asphalt Yes No
2. Has there been any leaking or other problems with the roof, flashing or rain gutters? Yes No
If Yes, when was the date of the last occurrence? _____
3. Have there been any repairs to the roof, flashing or rain gutters? Yes No
If Yes, please provide the date of the repairs: _____
4. Has there been any roof replacement? Yes No
If Yes, was the replacement complete or partial.
5. How many layers of roofing materials are currently on the roof (if known)? _____ Yes No
6. Have you made any homeowners' insurance claims on the Property? Yes No
If Yes, were all the claims addressed with repairs? Yes No
7. Has there ever been leakage/seepage in the basement or crawl space? Yes No
8. Has there been any damage to the Property due to fire, flood or wind? Yes No
9. Are there any structural problems with the Property? Yes No
10. Is any exterior wall covering of the structure covered with synthetic stucco? Yes No
If Yes, are you aware of any adverse conditions with the exterior wall covering? Yes No
If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation? Yes No
11. Is there any damage to the chimney or fireplace? Yes No
When was the chimney or fireplace last cleaned or serviced? 2018
12. Is there any exposed wiring presently in any structures on the Property? Yes No
13. Are there any windows or doors that leak or have broken thermopane seals? Yes No
14. Have you ever experienced or are you aware of any:
 Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls? Yes No
 Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage? Yes No
 Corrective action taking to remedy these structural conditions, including but not limited to bracing or piercing? Yes No
 Water leakage or dampness in the Property, crawl space or basement? Yes No
 Dry rot, wood rot or similar conditions on the wood of the Property? Yes No
 Problems with decks, driveways, fences, patios or retaining walls on the Property? Yes No
15. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? Yes No
If Yes, is the Property currently under warranty? Yes No
If Yes, please name the company here: _____
16. Have you had any termite/pest control treatments for the Property? Yes No
If Yes, please name the company and year treated here: Not sure, at least 10 yrs
17. Has the ground been pre-treated for termites? Yes No
18. If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here: _____
Oct. 2020: Chimney stabilization, Garage floor concrete removed and new, Patio concrete removed and new
#6. Roof claim 2012, roof replaced #11. Chimney flue liner cracked
19. Additional Comments: Estimate to fix flue is \$2000

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? Yes No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
3. Have any neighbors complained that the Property causes drainage problems? Yes No
4. Has the Property had a stake survey? Yes No
If Yes, please attach a copy of the stake survey.
5. Are the boundaries of the Property marked in any way? Yes No

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- 6. Do you have an Improvement Location Certificate (ILC) for the Property? Yes No
If Yes, please attach a copy of the Improvement Location Certification (ILC).
- 7. Is there fencing on the Property? Yes No
If Yes, does the fencing belong to the Property? Yes No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? Yes No
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
- 10. Are you aware 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 vicinity of the Property? Yes No
- 11. Are you aware of any diseased, dead or damaged trees or shrubs on the Property? Yes No
- 12. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

13. Additional Comments:

Part 7. PLUMBING, SEWAGE AND WATER SYSTEMS:

- 1. What is the water source on the Property? Public Water Private Water Well Cistern Other None
- 2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
- 3. If the drinking water source is a Well, has the water originating from the well ever been tested? Yes No
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it? Yes No
If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? Sept 2020
- 6. Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? Yes No
If Yes, please explain:

7. Additional Comments:

Part 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:

- 1. Is there electrical service connected to the Property? Yes No
If Yes, is there a meter? Yes No
- 2. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____
- 3. What type of material is used in the electrical wiring (if known)? Copper Aluminum Unknown
- 4. What type of electrical panels exist on the Property (if known)? Breaker Fuse Unknown
Please specify the location of the electrical panels here: Basement
- 5. Does the Property have heating systems? Yes No
If Yes, what type? Electric Fuel Oil Natural Gas Heat Pump Propane Other _____
If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

American Standard, Sept 2020, Basement

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6. Does the Property have ~~air~~ air conditioning? Yes No
 If Yes, what type? Central Electric Central Gas Heat Pump Window units Other _____
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:
American Standard, 8 yrs old, Patio
7. Does the Property have a water heater? Yes No
 If Yes, what type? Electric Gas Solar
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:
AO Smith, ?, Basement
8. Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property? Yes No
 If Yes, please explain:

9. Additional Comments:

Part 9. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? Yes No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? Yes No
3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? Yes No
 If Yes, please attach a copy of the environmental reports.
4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No
5. Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in wet areas)? Yes No
6. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No
7. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? Yes No
8. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? Yes No
9. Are you aware of any other environmental conditions on the Property? Yes No
10. Have any other environmental inspections or tests been conducted on the Property? Yes No
11. If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:
Natural gas not operable
12. Additional Comments: _____

Part 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:

1. Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property? Yes No
2. Is the property subject to conditions, covenants or restrictions of a homeowners' association, common interest community or subdivision restrictions? Yes No
3. Are you aware of any violations of such conditions, covenants or restrictions on the Property? Yes No
4. Does the homeowners' association impose a transfer fee upon the sale of Property? NA Yes No

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- 5. Are you aware of any damage, defect, proposed change or problem with any common areas or elements? Yes No
- 6. Are you aware of any condition or claim that may result in a change to the assessments or fees? Yes No
- 7. Are the streets privately owned? *NA* Yes No
- 8. Is the Property in a conservation, historic or special review district that requires any alterations or improvements to the Property to be approved by a board, commission or panel? Yes No
- 9. Is the Property subject to a tax abatement? Yes No
- 10. Is the Property subject to a right of first refusal? Yes No
- 11. If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:

- 12. If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association or common interest community, please specify here the amount and frequency of those payments:

- 13. Additional Comments:
- _____

Part 11. OTHER MATTERS:

Are you aware of:

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? Yes No
- 2. Any violation of laws or regulations affecting the Property? Yes No
- 3. Any existing or threatened legal action pertaining to the Property? Yes No
- 4. Any litigation or settlement pertaining to the Property? Yes No
- 5. Any current or future special assessment pertaining to the Property? Yes No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
- 7. Any other condition that may prevent you from completing the sale of the Property? Yes No
- 8. Any burial grounds on the Property? Yes No
- 9. Any leases on the Property? Yes No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

- 10. Any easements or leases on the Property regarding wind energy? Yes No
If Yes, please attach a copy of the easement or lease agreement.
- 11. Any public authority contemplating condemnation proceedings? Yes No
- 12. Any government rule limiting the future use of the Property other than existing zoning regulations? Yes No
- 13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? Yes No
- 14. Any interest in all or part of the Property that has been reserved by the previous owner or government action? Yes No
- 15. Any unrecorded interests affecting the Property? Yes No
- 16. Anything that would interfere in passing clear title to the BUYER? Yes No
- 17. Any general stains or pet stains to the carpet, flooring or sub-flooring? Yes No
- 18. If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:

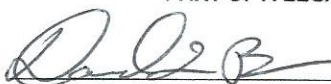
- 19. Additional Comments:
- _____

[Signature]
 SELLER'S Residential
 Property Disclosure Statement


Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

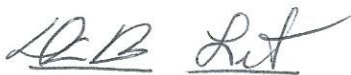
CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.


 SELLER'S SIGNATURE *Successor Co-Trustee* 10/9/20 DATE

 BUYER'S SIGNATURE DATE


 SELLER'S SIGNATURE *successor co-trustee* 10-6-20 DATE

 BUYER'S SIGNATURE DATE



SELLER'S Residential
 Property Disclosure Statement

Commence
AGREEMENT, Made and entered into this 25th day of April, 1983
by and between J.C. Brown & Mary Lou Brown

Party of the first part, hereinafter called lessor (whether one or more) and
Kansas Land Investments, Inc. Part V of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Twelve Hundred Eighty DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Douglas State of Kansas, described as follows, to-wit:
W $\frac{1}{2}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 14, Twp. 14, Range 20

of Section 14 Township 14 Range 20 and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.
In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.
2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth ($\frac{1}{8}$) of the gross proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth ($\frac{1}{8}$) of the proceeds received by lessee from such sales), for all gas used off the premises, said payments to be made to lessors
and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth ($\frac{1}{8}$) of the proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth ($\frac{1}{8}$) of the proceeds received by lessee from such sales), for the gas used, for the time during which such gas shall be used, said payments to be made to lessors

If no well be commenced on said land on or before the 25th day of April, 1984, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The First National Bank at Lawrence, Kansas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight Hundred DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for Twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.
Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.
Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.
No express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Whereof witness our hands as of the day and year first above written.
Witness to the mark:
J.C. Brown (SEAL)
Mary Lou Brown (SEAL)
Mary Lou Brown (SEAL)
Mary Lou Brown (SEAL)

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200 Maine, Suite B | Lawrence, KS 66044 | Phone: 785/843-3060 | Fax: 785/843-3161

Real Estate Transfer - Septic System Inspection Report

(Douglas County, Kansas)

Property Information:

Address of Property	1864 N 600 Rd. Baldwin City, KS 66006		
Seller:	David Brown	Seller's agent:	Heck Land Co 785-423-1220
Buyer:	JC & Mary Lou Brown	Buyer's agent:	
Who to send report to:			

Septic System information:

Date installed and approved: 6/28/1971	Conventional Septic system: Yes 1,000-gallon concrete Bonner tank with 1,600 sqft (800 lf) of lateral lines
Date tank pumped for recent sale: 9/22/2020	Licensed Septic pumper hired: Honey Bee

Septic System passed inspection with no repairs required: **Yes**

The overall structural integrity of the septic tank was sound at the time of the inspection. There were no cracks or other defects observed inside the tank. An inlet and an outlet tee were in place, and water flow into the tank was good after the pump out. No backflow from the absorption field or evidence of failure (surface sewage discharge) was observed, however vegetation was high. The Health Department recommends mowing the lateral field for proper functioning. See attached drawing. The septic system passed visual inspection on 9/22/2020. If the lateral field were to fail in the future, it must be brought up to current code. If you have any questions, please email us at ehinfo@ldchealth.org.

Health Inspector: Myles Rutledge	Date: 9/22/2020	Receipt Number: Paid
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Information and Disclaimer Concerning On-Site Sewage Management System (OSMS) Inspection

- The Health Department inspection of the septic tank and absorption field system consisted of a visual inspection of the absorption field area for sewage discharge to the surface of the ground, examination of the septic tank for structural integrity by putting a camera inside the tank after the licensed hauler pumps the tank.
- Any deficiencies detected will be documented on the inspection report. The current owner shall be notified in writing of any violation(s) of the Douglas County Sanitary Code, and shall be given 30 days to correct such violation(s).
- This inspection report documents the observations of Health Department staff on the day(s) of inspection only. Since many factors contribute to the performance of a septic system (including soil type, weather conditions, household water usage, vegetative cover over an absorption field, age of the system, etc.) the Health Department cannot guarantee the system will not malfunction at any future time.
- In the case that the owner, or person paying for the inspection, believes that the inspection or the inspection report was done negligently or in a manner that fails to disclose deficiencies, and a claim is made against the Lawrence-Douglas County Health Department for damages, the liability of the Lawrence-Douglas County Health Department shall be limited to the cost of the inspection only.

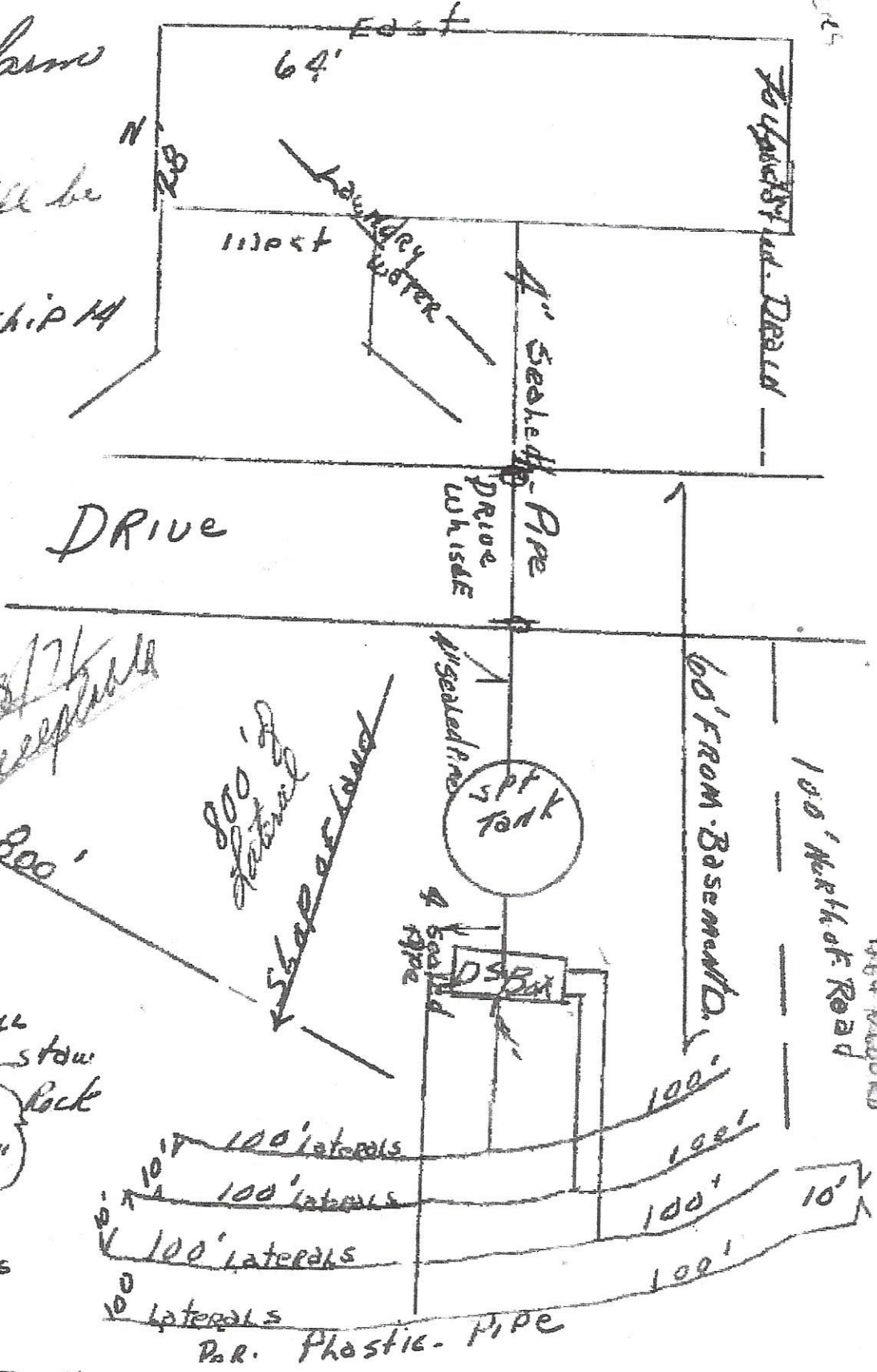
Health-Dept.

INTER-OFFICE COMMUNICATION

J.C. Brown
RR # 3
Baldwin, Kansas
Sec. 14 Township 14
Range - 20
130 A

MORRIS RESEARCH LABORATORIES, INC.

To: Size of farm
From: 120 ac
Subject: Sept. will be
1,000 gal.
Sec. 14 Township 14
Range - 20
Old House
40' North



Well
Right OK

Sept. 17/76
acceptable

800' of lateral
100' x 100' pit



Cross - Sect. of
Ditch - FOR laterals

100' North of Road