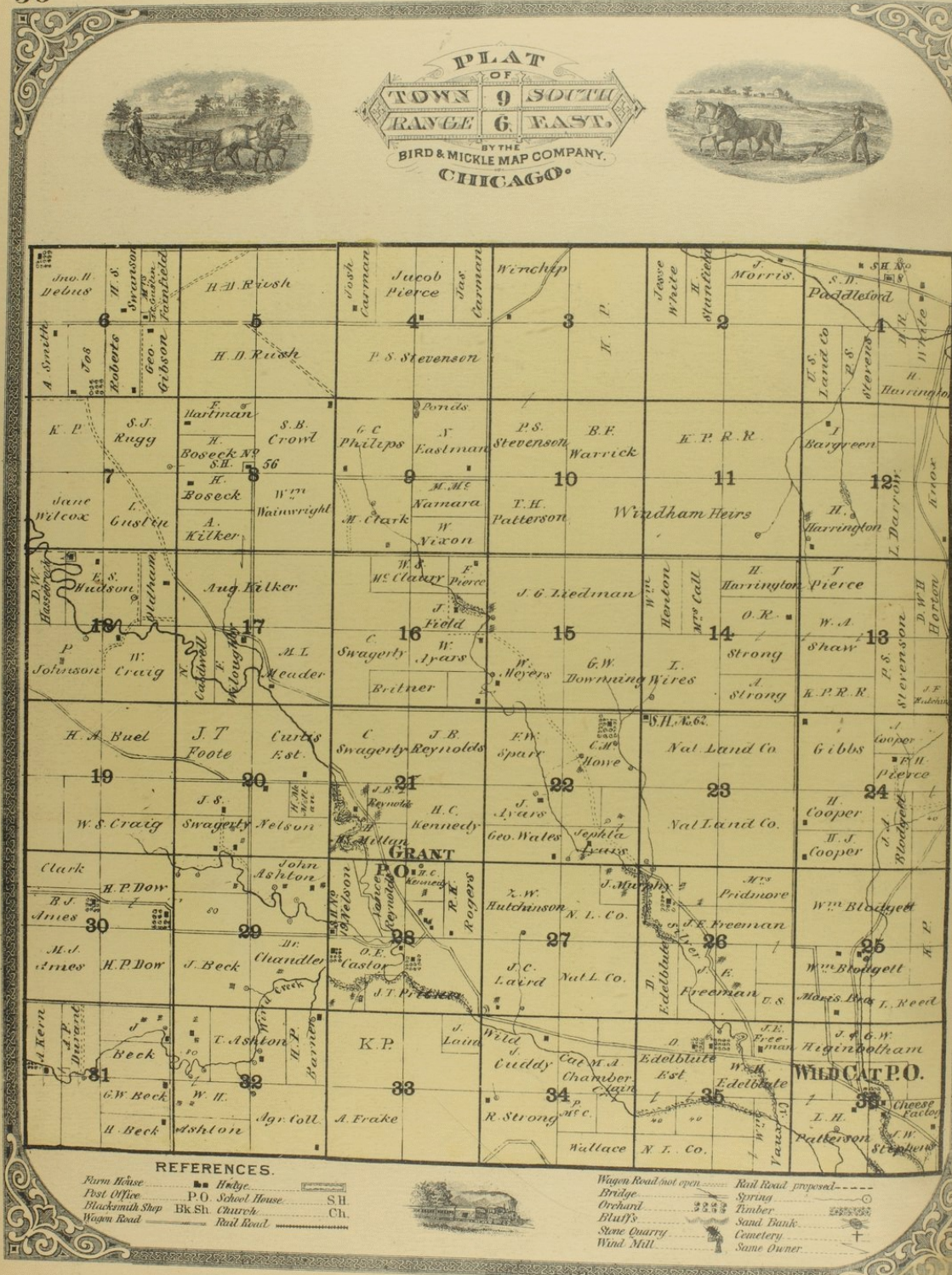


# Welcome to the Historic Harrington Hall House

56



# Welcome to the Historic Harrington Hall House

The cover is from the Riley County Plat Book of 1981, and shows the location of the house which is highlighted in yellow. The lithograph of the Harrington residence in this notebook is also from that publication. The following pages are included:

1. An Overview of this property for the last 47 years
  2. The 1881 Lithograph of the Harrington Residence
  3. An Aerial Photograph of the property
  4. A Riley County GIS aerial showing the house and twenty acres with red property lines
  5. A Google Earth aerial showing the property stakes set on March 27<sup>th</sup>
- 

We have the architectural plans for the house; all three additions and all three floors of the 1880 stone house. These plans will become the property of the new owners. We have found that floor plans are very useful for arranging the furniture ahead of actually moving everything in.

---

# Welcome to the Historic Harrington Hall House

Henry and Ida Harrington homesteaded this 1/4 section of land in Riley County, and built this stone house in 1880. Ninety seven years later, Charles and Ruth Hall bought this property to locate their growing design build business. Landmark Company designed and built structures in Kansas from the mid 1970s up until 2020, and the work ranged from residential properties to nursing homes, churches, banks, and other commercial buildings. Charles Hall was a registered architect, and employed a full staff of architects, in addition to serving as a full service general building contractor.

In the mid 1980s they decided to down size their operation, and in 1985 Charles and Ruth made this place their personal home. The shop and barn had already been expanded and modernized, and now it was time for the original 1880 stone house to get some attention. The 1986 two story addition at the west provided a new living room on the main floor, and an architectural office downstairs. In 1993 the living room was extended to the south, which created a work space down below. The main floor bathroom and the downstairs laundry room were also part of this addition. The third addition was the master bedroom on the main level and the library at the lower level. The lower level spaces all have walkout access to the wooded area west of the house, and bay windows at both levels provide panoramic views of the native landscape and the spring fed creek. The vintage stained glass windows are salvaged from church projects completed by Landmark Company. All three additions were designed by Charles and Ruth, as was the deck to the west and the garden shed by the shop.

In addition to being a licensed architect and builder, Charles was also a pilot for over 65 years. He owned and flew antique airplanes, which he housed in a hangar he built on the property east of the house. He also built an airstrip for his private use, which he called Hall International Airport. In addition to being a licensed pilot, he was also a trained and certified airframe and power plant mechanic. Charles and Ruth flew their antique airplanes on trips all over the United States, including many historic trail flights.

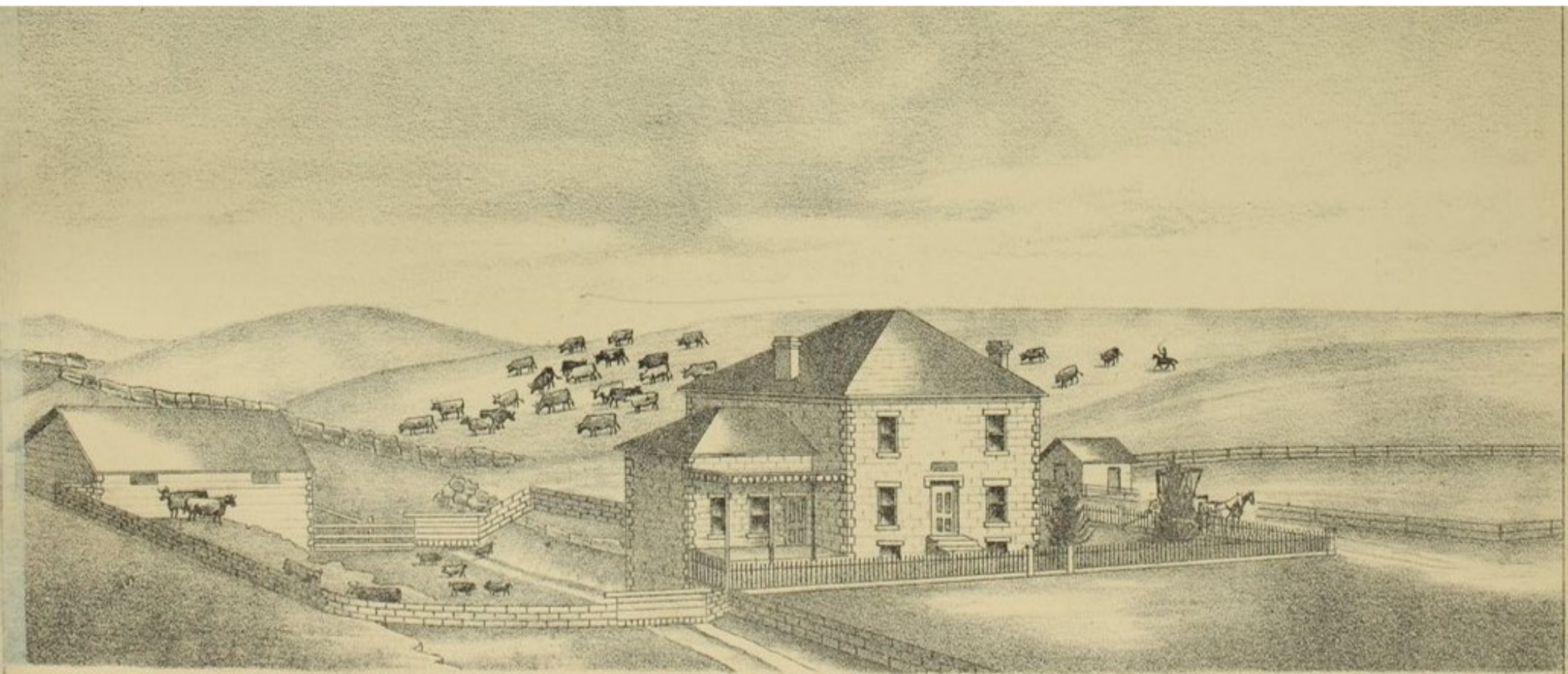
Ruth was the gardener in the family, and planted flower beds to enhance the beauty of the landscape. Her favorites were roses, and this was the reason that they named their place Ranch of the Prairie Rose. Ruth also loved to decorate, and all the stenciling at the walls and trim were hand painted by her. Not to be outdone by his talented wife, Charles was a watercolor artist, which he started as an architectural student at Penn State in the early 50s. His paintings are displayed all over the world.

Ruth and Charles were very active in their daily lives, which probably accounted for their long life spans; Ruth died 5 days before her 90<sup>th</sup> birthday, and Charles passed away at age 95. In addition to improving Ranch of the Prairie Rose, they also traveled extensively after their five kids were out on their own. Family dinners were always held here with the next three generations, where everyone gathered round the dining table in the front room to catch up with each other. Amazingly enough all the food was prepared in the present kitchen, but that was when it got it's heaviest use. When they moved out here from their house in town, Ruth was concerned about the size of the kitchen. Charles told her not to worry; they would eat lunch out every day. They were regulars at Calico Inn at Riley and Nelson's Landing in Leonardville, so he was true to his word.

Now you know the rest of the story.

You are not buying just a home, you are buying a lifestyle. Thank you for looking.





RES. OF H. HARRINGTON ON SEC. 12 T. 9. R. 6

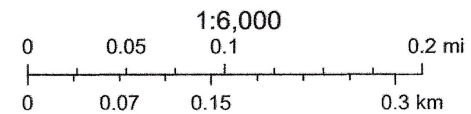


# Hall property



January 9, 2020

NEW TRACT AROUND  
EXISTING HOUSE AND  
OUTBUILDINGS AT  
7100 TUTTLE CREEK BLVD  
20 ACRE MINIMUM

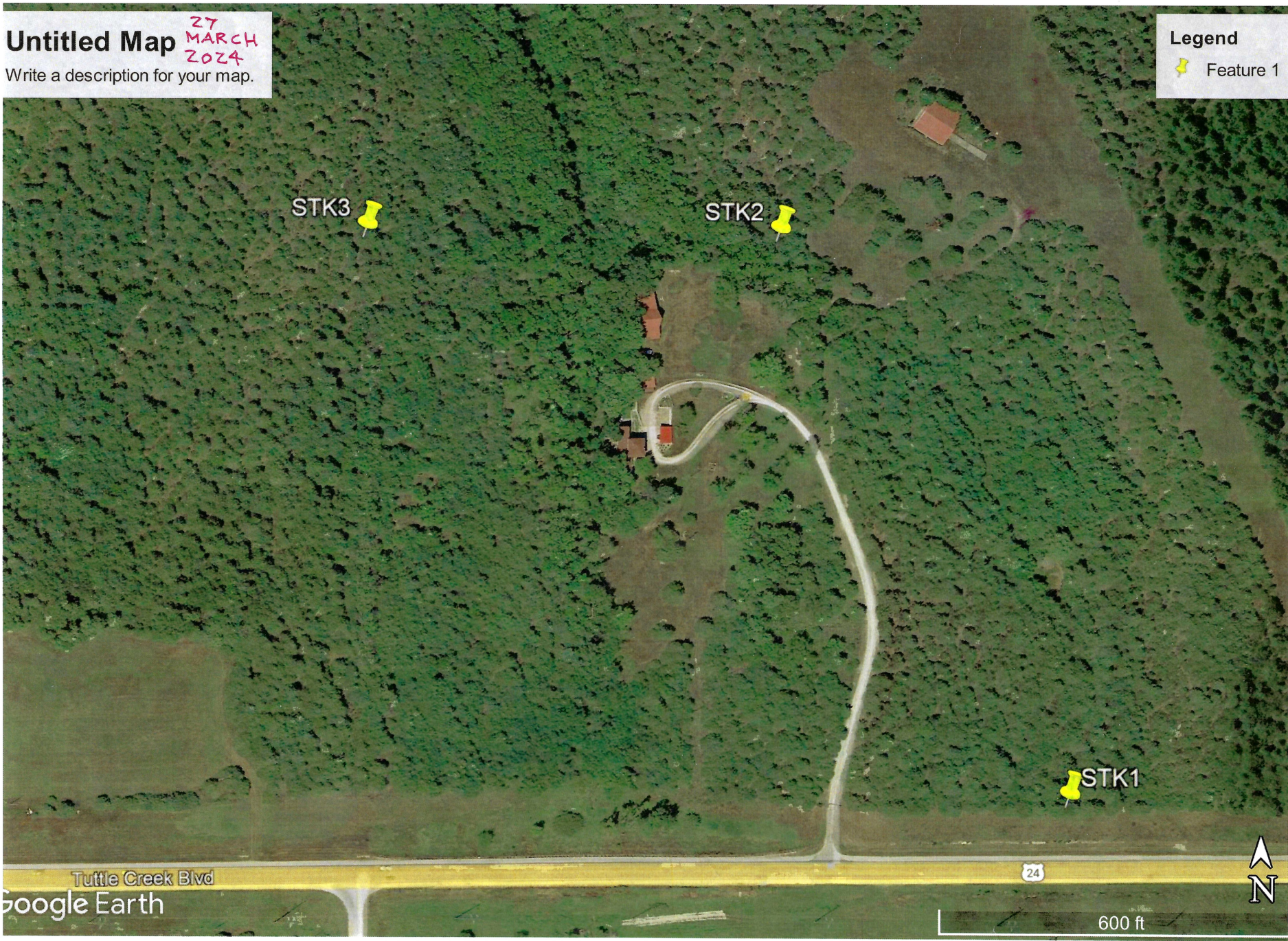


Aerial 18, RL Basemap, RL County



Untitled Map <sup>27 MARCH 2024</sup>  
Write a description for your map.

Legend  
Feature 1



STK3

STK2

STK1

Tuttle Creek Blvd

24

Google Earth

600 ft





# CERTIFICATE OF SURVEY

A TRACT IN THE SW 1/4, SECTION 12, T9S, R6E  
RILEY COUNTY, KANSAS

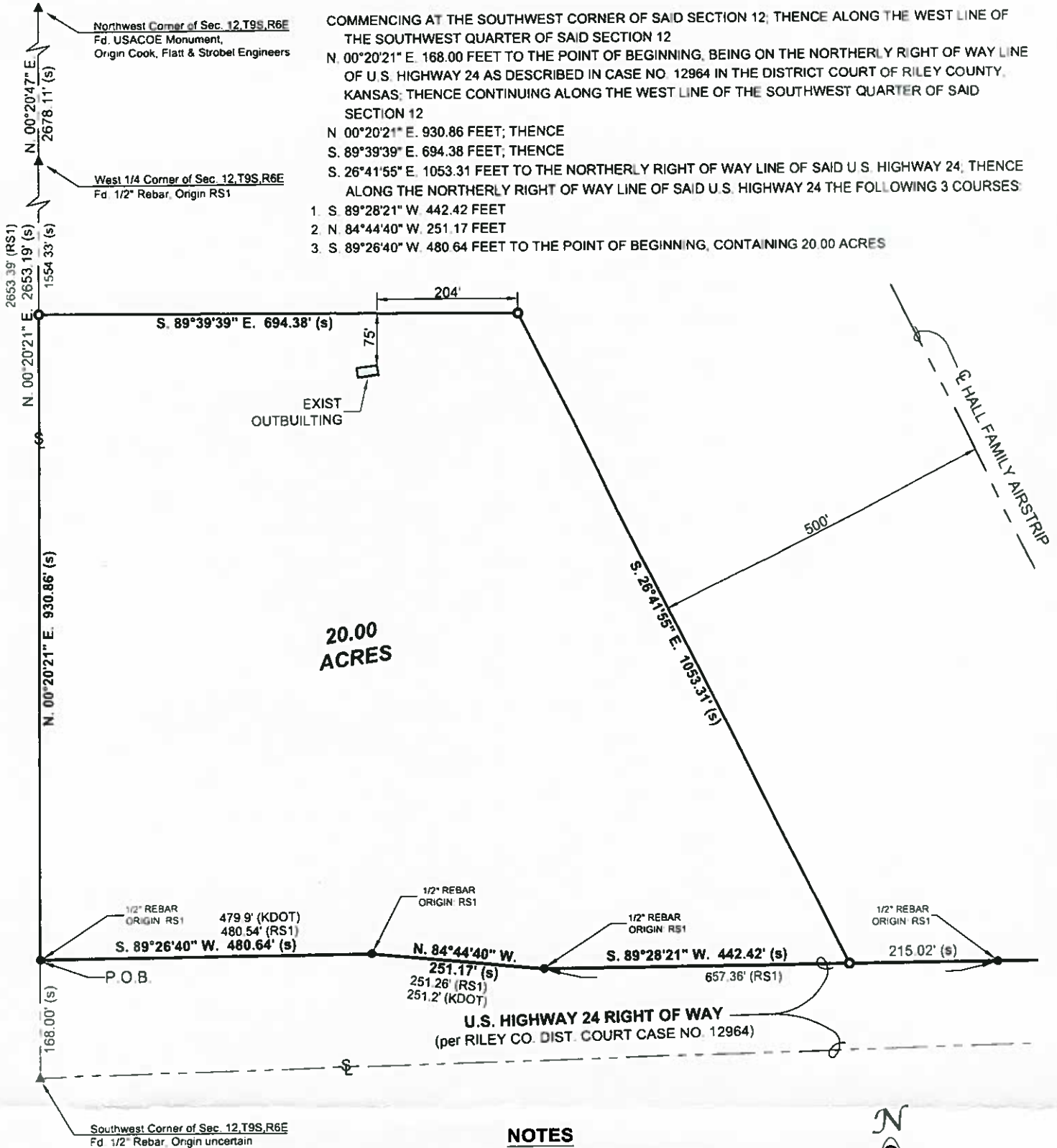
## REFERENCE SURVEYS

(RS1) Certificate of Survey by Schwab-Eaton, Inc. (John R. Young, LS-112, dated May, 1977)

## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 6 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS. MORE PARTICULARLY DESCRIBED BY FRED I. GIBBS, RLS 387, ON MARCH 28, 2024, AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12  
N. 00°20'21" E. 168.00 FEET TO THE POINT OF BEGINNING, BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 24 AS DESCRIBED IN CASE NO. 12964 IN THE DISTRICT COURT OF RILEY COUNTY, KANSAS; THENCE CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12  
N. 00°20'21" E. 930.86 FEET; THENCE  
S. 89°39'39" E. 694.38 FEET; THENCE  
S. 26°41'55" E. 1053.31 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 24; THENCE  
ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 24 THE FOLLOWING 3 COURSES  
1. S. 89°28'21" W. 442.42 FEET  
2. N. 84°44'40" W. 251.17 FEET  
3. S. 89°26'40" W. 480.64 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES



## SURVEYORS CERTIFICATE

I, the undersigned, do hereby certify that I am a Registered Professional Land Surveyor in the State of Kansas with experience and proficiency in Land Surveying, and that this survey is accurate to the best of my knowledge.

Given under my hand and seal at Manhattan, Kansas  
this 11th day of April, A.D., 2024

BG Consultants, Inc.  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503  
785-537-7448

Fred I. Gibbs, RLS 387  
4/11/2024

## NOTES

- Bearings are Kansas Regional Coordinate System Zone 8 (Manhattan)
- Parent Tract is recorded on Page 27 in Book 391 and on Page 452 in Book 395 at the Riley County Register of Deeds
- Encumbrances (easements, right of way, etc) are not shown per agreement with owner
- Fieldwork on this survey took place on March 26, 2024



Scale: 1"=200'

## LEGEND

- ▲ Found Monument as noted
- Set 1/2" x 24" Rebar w/ "BG Cons RLS387" Cap
- P.O.B. Point of Beginning
- § Section Line
- X Point Not Found or Set
- (s) As-Surveyed
- (RS) Reference Surveys
- (KDOT) KDOT Dimension

Prepared For:  
**Hall Family**

Prepared By:

**BG CONSULTANTS**  
ENGINEERS · ARCHITECTS · SURVEYORS

4806 Vue du Lac Place, Manhattan, KS 66503  
T: 1.785.537.7448 | Web: [www.bgcons.com](http://www.bgcons.com)

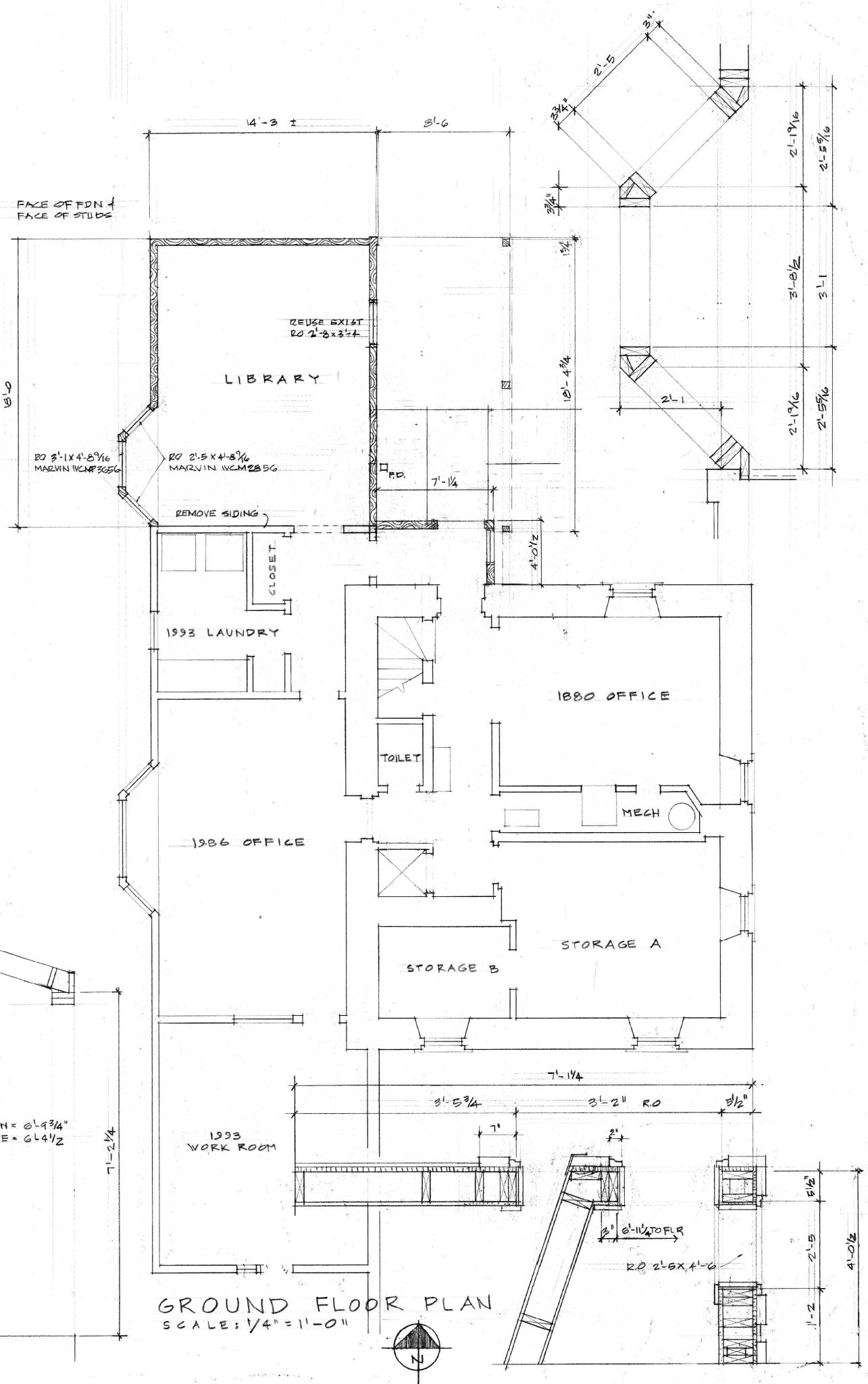
Manhattan | Lawrence | Emporia  
April 11, 2024 BG No. 24-1158



HISTORIC HARRINGTON HALL HOUSE

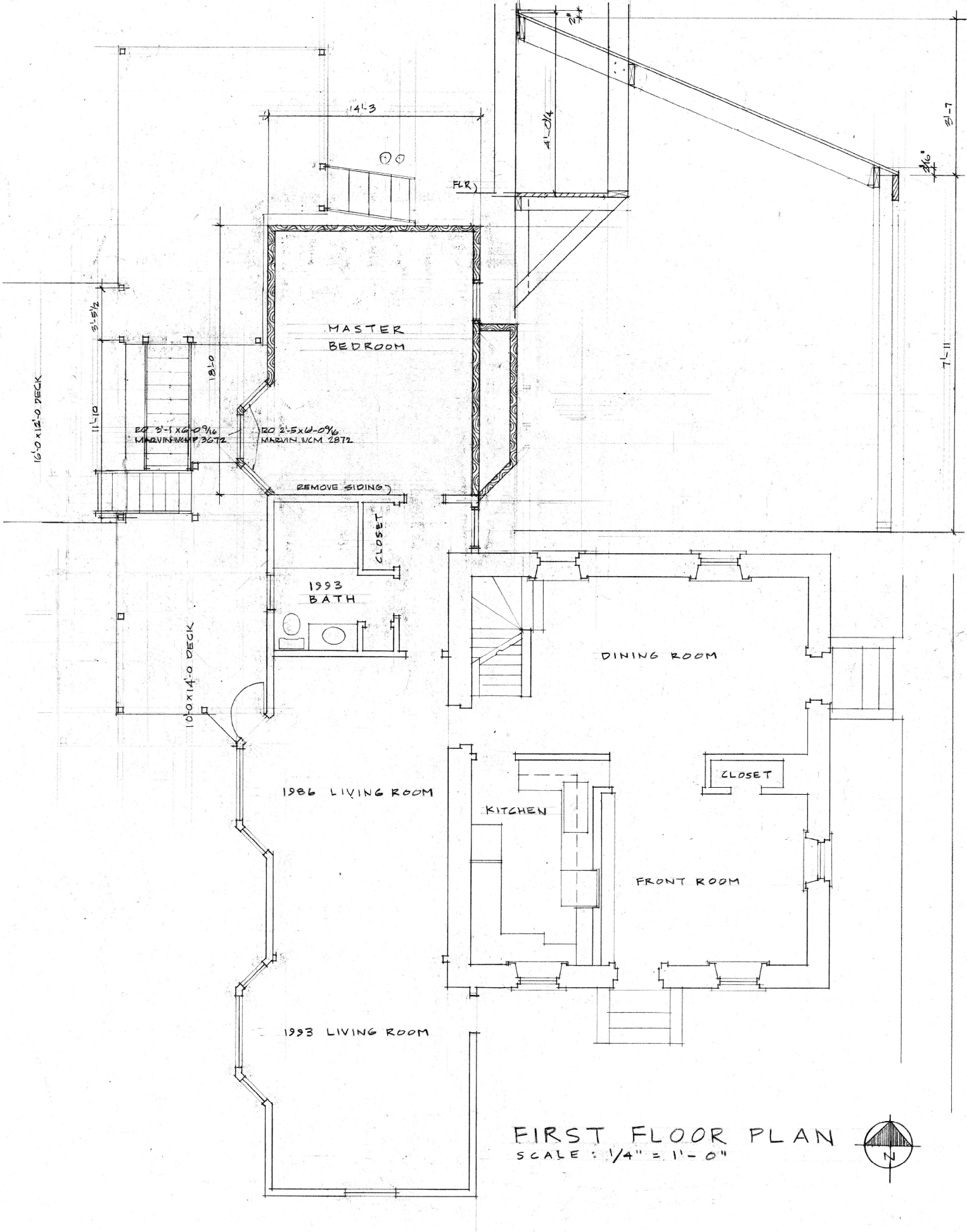


OWNERS SET OF WORKING DRAWINGS  
FROM THE ORIGINAL ARCHITECTURAL PLANS  
THIS SET INCLUDES ALL THREE FLOORS  
OF THE ORIGINAL 1880 LIMESTONE HOUSE  
AND ALL THREE ADDITIONS BEGINNING IN 1986

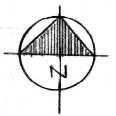


GROUND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

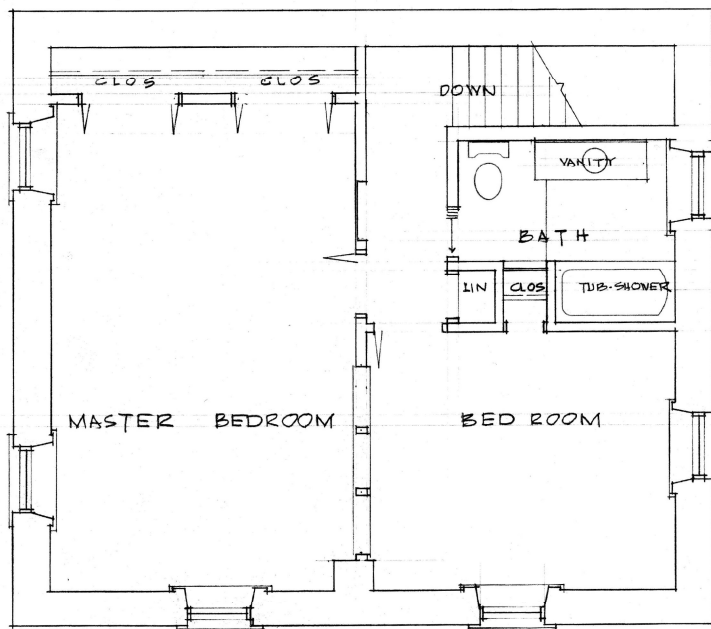




FIRST FLOOR PLAN  
 SCALE: 1/4" = 1'-0"







1880 STONE HOUSE

SECOND FLOOR PLAN  
SCALE 1/4" = 1'-0"



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

1 **SELLER:** Design-Build Associates Inc  
 2 **PROPERTY:** 7100 Tuttle Creek Blvd., Manhattan, KS 66503  
 3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,  
 6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is  
 7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers  
 8 will rely on this information.  
 9

10 **2. NOTICE TO BUYER**

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
 12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty  
 13 or representation by the Broker(s) or their licensees.  
 14

15 **3. OCCUPANCY**

16 Approximate age of Property? BUILT 1880 How long have you owned? SINCE 1977

17 Does SELLER currently occupy the Property? ..... Yes  No

18 If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months.  
 19

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH  
 21 SELLER'S LAND DISCLOSURE ALSO.)**

- 22 (a) Fill or expansive soil on the Property? ..... Yes  No
- 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
 24 the Property? ..... Yes  No
- 25 (c) Is the Property in a mapped Fort Riley noise zone? ..... Yes  No
- 26 (d) Is the Property in a mapped airport overlay district zone? ..... Yes  No
- 27 (e) In which Unified School District (USD) is the Property located? 378
- 28 (f) Is the Property or any portion thereof located in a flood zone or wetlands area,  
 29 as designated by FEMA or any federal, state or local governmental agency? .... Yes  No
- 30 (g) Do you pay flood insurance premiums? ..... Yes  No
- 31 (h) If yes, is it required by your current mortgage lender? ..... Yes  No
- 32 (i) Drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- 33 (j) Are the boundaries of the Property marked in any way? ..... Yes  No
- 34 (k) Do you have a Certificate of Survey of the Property? If yes, attach copy ..... Yes  No
- 35 (l) Encroachments, boundary line disputes, or non-utility easements affecting  
 36 the Property? ..... Yes  No
- 37 (m) Any fencing on the Property? ..... Yes  No
- 38 (n) If yes, does fencing belong to the Property? ..... Yes  No
- 39 (o) Diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- 40 (p) Gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes  No

41 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_

46 5. ROOF:

47 (a) Approximate Age: 5 years  Unknown

48 Type: ASPHALT SHINGLE

49 (b) Any problems with the roof, flashing or rain gutters? ..... Yes  No

50 If so, what was the date of the occurrence? \_\_\_\_\_

51 (c) Any repairs to the roof, flashing or rain gutters? ..... Yes  No

52 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_

53 (d) Any roof replacement? .....

54 If yes, was it:  Complete or  Partial Yes  No

55 (e) What is the number of layers currently in place: \_\_\_\_\_ layers, or  Unknown.

56 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and  
57 other documentation are attached) \_\_\_\_\_

58 5 B - FEW MISSING SHINGLES DUE TO RECENT WIND  
59 STORM BUT NO LEAKING  
60 \_\_\_\_\_

62 6. INFESTATION – ARE YOU AWARE OF:

63 (a) Any termites, wood destroying insects, or *other* pests on the Property? ..... Yes  No

64 (b) Any damage to the property by termites, wood destroying insects or *other*  
65 pests? ..... Yes  No

66 (c) Any termite, wood destroying insects or other pest control treatments on the  
67 Property in the last five years? ..... Yes  No

86 If yes, list company, *when and where* treated \_\_\_\_\_

69 (d) Any warranty, bait stations or other treatment coverage by a licensed pest  
70 control company on the Property? ..... Yes  No

71 If yes, the annual cost of service renewal is \$ 250 and the time remaining on the  
72 service contract is JUNE ~~DECEMBER~~ 2025. (Check One)

73  The treatment system stays with the Property, or  the treatment system is subject to  
74 removal by the treatment company if annual service fee is not paid.

75 If any of the answers in this section are "Yes", explain in detail (attach any receipts): \_\_\_\_\_  
76 \_\_\_\_\_  
77 \_\_\_\_\_  
78 \_\_\_\_\_  
79 \_\_\_\_\_



80 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 81 (a) Movement, shifting, deterioration, or other problems with walls, foundations,  
82 crawl space or slab? ..... Yes  No
- 83 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,  
84 crawl space, basement floor or garage? ..... Yes  No
- 85 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes  No
- 86 (d) Any water leakage or dampness in the house, crawl space or basement? ... Yes  No
- 87 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? .... Yes  No
- 88 (f) Any problems with driveways, patios, decks, fences or retaining walls on  
89 the Property? ..... Yes  No
- 90 (g) Any problems with fireplace and/or chimney? ..... Yes  No
- 91 Date of last cleaning? \_\_\_\_\_
- 92 (h) Does the Property have a sump pump? ..... Yes  No
- 93 (i) Any repairs or other attempts to control the cause or effect of any problem  
94 described above? ..... Yes  No

95 **If any of the answers in this section are "Yes", explain in detail. When describing repairs or control**  
96 **efforts, describe the location, extent, date, and name of the person who did the repair or control effort and**  
97 **attach, if available, any inspection reports, estimates or receipts:** B - NATURAL AGING

98 D- DRIVEWAY REGRADED TO DIRECT WATER AWAY FROM HOUSE

99 E- WINDOW FRAMES ON BACK OF HOUSE

100 F- DECK SHOWS WEAR

101  
102 **8. ADDITIONS AND/OR REMODELING:**

- 103 (a) Are you aware of any additions, structural changes, or other material  
104 alterations to the Property? ..... Yes  No

105 **If "Yes", explain:** ADDITIONS IN 1986, 1993 AND 1995

- 106 \_\_\_\_\_
- 107 (b) If "Yes", were all necessary permits and approvals obtained, and was all  
108 work in compliance with building codes? ..... N/A  Yes  No

109 **If "No", explain:** \_\_\_\_\_

110 \_\_\_\_\_

111  
112 **9. PLUMBING RELATED ITEMS:**

- 113 (a) What is the drinking water source?  Public  Private  Well  Cistern
- 114 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_
- 115 diameter \_\_\_\_\_ age \_\_\_\_\_

- 116 (b) If the drinking water source is a well, when was the water last tested and what  
 117 was the result of the test? \_\_\_\_\_
- 118 (c) Is there a water softener on the Property? ..... Yes  No   
 119 (If so, is it:  Leased  Owned?)
- 120 (d) Is there a water purifier system? ..... Yes  No   
 121 (If so, is it:  Leased  Owned?) ?
- 122 (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  
 123  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- 124 (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes  No
- 125 (g) Is there a grinder pump system? ..... Yes  No
- 126 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system  
 127 last serviced? 2022 By whom? CAT CANS
- 128 (i) Is there a sprinkler system? ..... Yes  No   
 129 Does sprinkler system cover full yard? ..... N/A  Yes  No
- 130 If "No", explain: \_\_\_\_\_
- 131 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer  
 132 or pool? ..... Yes  No   
 133 Are city/county compliance inspections required? ..... Yes  No
- 134 If yes, date of last inspection \_\_\_\_\_
- 135 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,  
 136 water, and sewage related systems? ..... Yes  No
- 137 (l) Type of plumbing material currently used in the Property:  
 138  Copper  Galvanized  Other \_\_\_\_\_
- 139 The location of the main water shut-off is IN BASEMENT UNDER STAIRS
- 140 (m) The location of the sewer line clean out trap is: ~~BASEMENT~~

141 If your answer to any of the questions in this section is "Yes", explain in detail and provide  
 142 available documentation: \_\_\_\_\_  
 143 \_\_\_\_\_  
 144 \_\_\_\_\_  
 145 \_\_\_\_\_

147 **10. HEATING AND AIR CONDITIONING:**

- 148 (a) Does the Property have air conditioning? ..... Yes  No   
 149  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- | Unit | Age of Unit | Leased | Owned | Location | Last Date Serviced/By Whom? |
|------|-------------|--------|-------|----------|-----------------------------|
| 1.   |             |        |       | BASEMENT | THERMAL                     |
| 2.   |             |        |       | BASEMENT | COMFORT AIR                 |

153 (b) Does the Property have heating systems? ..... Yes  No   
154  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other \_\_\_\_\_  
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

156 1. \_\_\_\_\_ BASEMENT THERMAL  
157 2. \_\_\_\_\_ BASEMENT COMFORT AIR

158 (c) Are there rooms without heat or air conditioning? ..... Yes  No   
159 If yes, which room(s)? \_\_\_\_\_

160 (d) Does the Property have a water heater? ..... Yes  No   
161  Electric  Gas  Solar  
162 Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?

163 1. \_\_\_\_\_ BASEMENT BOBS  
164 2. \_\_\_\_\_ PLUMBING

165 (e) Are you aware of any problems regarding these items? ..... Yes  No

166 If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_

170  
171 **11. ELECTRICAL SYSTEM:**

172 (a) Type of material used:  Copper  Aluminum  Unknown  
173 (b) Type of electrical panel(s):  Breaker  Fuse  
174 Location of electrical panel(s): \_\_\_\_\_ TWO IN BASEMENT

175 Size of electrical panel (total amps), if known: \_\_\_\_\_  
176 (c) Are you aware of any problem with the electrical system? ..... Yes  No

177 If "Yes", explain in detail: \_\_\_\_\_  
178 \_\_\_\_\_  
179 \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_

182 **12. HAZARDOUS CONDITIONS:**

183 (a) Underground tanks on the Property? ..... Yes  No   
184 (b) Landfill on the Property? ..... Yes  No



- 185 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No
- 186 (d) Has the Property been tested for any of the above listed items? ..... Yes  No
- 187 (e) Have you had the property tested for radon? ..... Yes  No
- 188 (f) Have you had the property tested for mold? ..... Yes  No
- 189 (g) Are you aware of any other environmental issues? ..... Yes  No
- 190 (h) Are you aware of any methamphetamine or controlled substances ever being  
191 used or manufactured on the Property? ..... Yes  No

192 **If your answer to any of the questions in this section is "Yes", explain in detail and attach test**

193 **results:** \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_

196 \_\_\_\_\_

197 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 198 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
199 that apply to Property? ..... Yes  No

200 Amount: \$ \_\_\_\_\_

- 201 (b) Are you aware or have you received any notice of any condition or proposed  
202 change in your neighborhood or surrounding area? ..... Yes  No

- 203 (c) Is the Property subject to covenants, conditions, and restrictions of a  
204 Homeowner's Association or subdivision restrictions? ..... Yes  No

- 205 (d) Are you aware of any violations of such covenants and restrictions? ..... Yes  No

- 206 (e) Does the Homeowner's Association impose its own transfer fee when this  
207 Property is sold? ..... Yes  No

208 If "yes", what is the amount? \$ \_\_\_\_\_ .

- 209 (f) Homeowners Association dues in the amount of \$ \_\_\_\_\_ are payable  yearly  quarterly  
210  monthly. Homeowners Association contact name, phone number, website, or email address:

- 212 (g) Are you aware of any defect, damage, proposed change or problem with any  
213 common elements or common areas? ..... Yes  No

- 214 (h) Are you aware of any condition or claim which may result in any change to  
215 assessments or fees? ..... Yes  No

- 216 (i) Are streets privately owned? ..... Yes  No

- 217 (j) Is Property in a historic, conservation or special review district that  
218 requires any alterations or improvements to Property be approved by a  
219 board or commission? ..... Yes  No

- 220 (k) Is Property subject to tax abatement? ..... Yes  No

- 221 (l) Is Property subject to a right of first refusal? ..... Yes  No

222 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**

223 **amounts, if applicable:** \_\_\_\_\_

224 \_\_\_\_\_

225 \_\_\_\_\_

226 \_\_\_\_\_

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following?
  - 229  Party walls  Common areas  Easement Driveways ..... Yes  No
- 230 (b) Are you aware of any fire damage to the Property? ..... Yes  No
- 231 (c) Are there any liens, other than mortgage(s) currently on the Property? ..... Yes  No
- 232 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes  No
- 233 (e) Are you aware of any other conditions that may materially and adversely affect
  - 234 the value or desirability of the Property? ..... Yes  No
- 235 (f) Are you aware of any other condition, including but not limited to financial,
  - 236 that may prevent you from completing the sale of the Property? ..... Yes  No
- 237 (g) Have you had a pet in the Property? ..... Yes  No
- 238 (h) Are you aware of any general stains or pet stains to the carpet, the flooring
  - 239 or sub-flooring? ..... Yes  No
- 240 (i) Do you have keys for all exterior doors, including garage doors in the
  - 241 home? ..... Yes  No
- 242 List locks without keys \_\_\_\_\_
- 243 (j) Are you aware of any violation of zoning, setbacks or restrictions, or
  - 244 non-conforming uses? ..... Yes  No
- 245 (k) Are you aware of any unrecorded interests affecting the Property? ..... Yes  No
- 246 (l) Are you aware of anything that would interfere with giving clear title to
  - 247 the BUYER? ..... Yes  No
- 248 (m) Are you aware of any existing or threatened condemnation or other legal
  - 249 action pertaining to the Property? ..... Yes  No
- 250 (n) Are you aware of any litigation or settlement of litigation pertaining to this
  - 251 Property? ..... Yes  No
- 252 (o) Have you added any insulation since you have owned the Property? ..... Yes  No
- 253 (p) Have you replaced any appliances that remain with the Property in the
  - 254 past five years? ..... Yes  No
- 255 (q) Are there any transferable warranties on the Property or any of its
  - 256 components? ..... Yes  No
- 257 (r) Have you made any insurance or other claims pertaining to this Property
  - 258 in the past 5 years? ..... Yes  No
- 259 (s) If yes, were repairs from claim(s) completed? ..... Yes  No
- 260 Are you aware of any use of synthetic stucco in the Property? ..... Yes  No

261 **If any of the answers in this section are "Yes", (except I), explain in detail:** \_\_\_\_\_

262 ~~XXXXXX~~ 14R - REPLACE CARPORT AFTER FIRE DAMAGE \_\_\_\_\_

263 \_\_\_\_\_

264 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

265 Electric Company Name - ENERGY Phone \_\_\_\_\_

266 Gas Company Name - PROPANE CENTRAL Phone \_\_\_\_\_

267 Water Company Name - \_\_\_\_\_ Phone \_\_\_\_\_

268 **16. PERSONAL PROPERTY, EQUIPMENT AND APPLIANCES**

269 In consideration of Buyer completing the purchase of the property set forth in #1 above and for no  
270 additional value, it is agreed that the following items located in the subject property shall transfer to  
271 Buyer at closing:

272  
273 **Check if staying:**

- 274
- 275  Air Conditioning Window Units, # \_\_\_\_\_  Propane Tank  Stove Vent Hood/Downdraft
- 276  Central vac and attachments  Own  Lease  Sump Pump
- 277  Dishwasher  Refrigerator  Swimming Pool & Equipment
- 278  Fireplace insert Location of Refrigerator KITCHEN  TV Antenna/Receiver/Satellite Dish
- 279  Garage door opener(s), # \_\_\_\_\_  Security System  Own  Lease
- 280  Garage Door Transmitter(s), # \_\_\_\_\_  Own  Lease  Water Softener and/or purifier
- 281  Laundry - Washer  Smart home devices (identify) \_\_\_\_\_  Own  Lease
- 282  Laundry - Dryer  Spa/Hot Tub/Sauna & Equipment  Window curtains and drapes
- 283  Microwave Oven  Statuary/Yard Art (identify) BLINDS
- 284  Oven  Elec.  Gas  Convection  Stovetop  Elec.  Gas  Wood/pellet burning stove
- 285
- 286  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_
- 287  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_
- 288  Other \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_

289  
290 **17. ADDITIONAL DISCLOSURES**

291 Disclose any material information or property inspections and describe any significant repairs,  
292 improvements or alterations to Property not fully revealed above. If applicable, state who did the work.  
293 Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents  
294 describing or referring to the matters revealed herein:  
295

296 THE SELLERS ARE THE CHILDREN OF THE ORIGINAL  
297 OWNER AND HAVE ANSWERED TO THE BEST OF  
298 THEIR ABILITY  
299

300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_

303 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement  
304 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
305 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective  
306 BUYER of the property and to real estate brokers and salespeople. SELLER will promptly notify  
307 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to  
308 Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,  
309 in writing, of such changes. (Initial and date any changes and/or attach a list of additional  
310 changes. If attached, # \_\_\_\_\_ of pages).

311  
312 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

313  
314  
315 DJB Hill 12/12/2024 Kathy Foster 12 DEC 24  
316 **SELLER** **DATE** **SELLER** **DATE**  
317 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 318  
319 1. I understand and agree that the information in this form is limited to information of which SELLER has  
320 actual knowledge and that SELLER need only make an honest effort at fully revealing the information  
321 requested.  
322 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or Broker(s)  
323 or agents concerning the condition or value of the Property.  
324 3. I agree to verify any of the above information, and any other important information provided by  
325 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an  
326 independent investigation of my own. I have been specifically advised to have Property examined by  
327 professional inspectors.  
328 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects  
329 in Property.  
330 5. I specifically represent that there are no important representations concerning the condition or value of  
331 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing  
332 and signed by them.

333  
334  
335  
336 **BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright January 2019.





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

**Lead Warning Statement**

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

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) DBH Seller has no knowledge of lead-based paint and/or lead-based paint VHF hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) DBH Seller has no reports or records pertaining to lead-based paint VHF and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment**

(c) Purchaser has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.

(ii) \_\_\_\_\_ not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

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

(g) \_\_\_\_\_ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**Certification of Accuracy**

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

<u>  <i>D.J. Bell</i>  </u>	<u>  12/4/2024  </u>	<u>  <i>Kathy Foster</i>  </u>	<u>  12.4.24  </u>
Seller	Date	Seller	Date
<hr/>			
<u>  <i>Lori Rogge</i>  </u>	<u>  12/4/2024  </u>		
Purchaser	Date	Purchaser	Date
<u>  <i>Lori Rogge</i>  </u>	<u>  12/4/2024  </u>		
Seller's Agent	Date	Purchaser's Agent <sup>1</sup>	Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and record keeping burden for this collection of information is estimated to be 0.12 hours per response. comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
\_\_\_\_\_  
**Kenneth D. DeGiorgio, President**

By:   
\_\_\_\_\_  
**Lisa W. Cornehl, Secretary**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*







## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50186120 (10-5-22)





**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50186120 (10-5-22)







**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **257524**

Property Address: **7100 Tuttle Creek Blvd, Manhattan, KS 66503**

**SCHEDULE A**

1. Commitment Date: **December 11, 2024, at 05:00 pm**
2. Policy to be issued: **PRELIMINARY TITLE INSURANCE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Design Build Associates, Inc., a Kansas Corporation**
5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: *Callie A. Marka*

**Authorized Signatory**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**EXHIBIT A**

**A tract of land located in the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twelve (12), Township Nine (9) South, Range Six (6) East of the 6th P.M., in Riley County, Kansas, more particularly described by Fred I. Gibbs, RLS 387, on March 28, 2024, as follows:**

**Commencing at the Southwest corner of said Section 12; thence along the West line of the Southwest Quarter of said Section 12**

**N 00°20'21" E 168.00 feet to the point of beginning, being on the Northerly right of way line of U.S. Highway 24 as described in Case No. 12964 in the District Court of Riley County, Kansas; thence continuing along the West line of the Southwest Quarter of said Section 12**

**N 00°20'21" E 930.86 feet; thence**

**S 89°39'39" E 694.38 feet; thence**

**S 26°41'55" E 1053.31 feet to the Northerly right of way line of said U.S. Highway 24; thence along the Northerly right of way line of said U.S. Highway 24 the following 3 courses:**

**1. S 89°28'21" W 442.42 feet**

**2. N 84°44'40" W 251.17 feet**

**3. S 89°26'40" W 480.64 feet to the point of beginning, containing 20.00 acres**

**NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





File No.: **257524**

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Furnish for examination certified copies of the Articles and Certification of Incorporation, of Design Build Associates, Inc., a Kansas Corporation. The Company reserves the right to make further requirements following review of the required documents.**

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.







File No.: **257524**

## **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2025 and all subsequent years. 2024 taxes are paid in full in the amount of \$3,555.92. (Tax ID #112-490) (CAMA #081-161-12-0-00-00-004.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Highway right of way, easement for construction and easement for channel change and borrow set forth in Riley County District Court Case No. 12964 entitled "In the Matter of the Condemnation of Land for State Highway Purposes."**
9. **Kansas State Board of Health Regulations pertaining to Tuttle Creek Reservoir Sanitation Zone, notice of which and the boundaries of which are set forth in [Book 338, Page 700](#), in the office of the Register of Deeds of Riley County, Kansas.**
10. **Notice of Potential Noise Impacts from Fort Riley, Kansas Military Installation and Recommended Noise Attenuation Building Methods, filed August 17, 2020, and recorded in [Book 881, Page 7017](#), in the office of the Register of Deeds of Riley County, Kansas.**
11. **Public roads and highways.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





File No.: 257524

**SCHEDULE B, PART II—Exceptions (Continued)**

12. Certificate of Survey dated April 11, 2024, by Fred I. Gibbs, Licensed Surveyor RLS #387.

**NOTE - (Survey Coverage) - The above standard exceptions 3 and 4 will be deleted on a Loan Policy insuring a first mortgage on one-to-four family residential property, provided the Owner's Affidavit (or other appropriate affidavit) discloses no adverse matters.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

