



# COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Brice W. Acherman & Diana J. Ackerman

BUYER/TENANT: \_\_\_\_\_

PROPERTY ADDRESS: 13612 Stillwell Road Bonner Springs Wyandotte Kansas 66012  
Street Address City County State Zip

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: *(Check applicable)*

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A-Seller(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: *(Check applicable)*

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

<u>Brice W. Acherman</u>	<u>12/14/2024</u>	SELLER/LANDLORD	DATE	_____	BUYER/TENANT	_____	DATE
<u>Diana J. Ackerman</u>	<u>12/14/2024</u>	SELLER/LANDLORD	DATE	_____	BUYER/TENANT	_____	DATE
<u>John Barnes</u>	<u>12/14/2024</u>	LICENSEE ASSISTING SELLER/LANDLORD	DATE	_____	LICENSEE ASSISTING BUYER/TENANT	_____	DATE





# RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** Brice W. Ackerman & Diana J. Ackerman (AMC)

2  
3 **BUYER:** \_\_\_\_\_

4  
5 **PROPERTY:** 13612 Stillwell Road Bonner Springs KS 66012

6  
7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage  
8 disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and  
9 federal regulation. Installations which were proper at the time of original construction may not comply with  
10 governmental regulations which have been enacted since that time. **It is recommended that BUYER check with**  
11 **lender and/or local government authority regarding septic system inspection.**

12  
13 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S  
14 financing may be conditioned upon proof that the septic system meets current regulatory requirements.

15  
16 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an  
17 independent inspection of the septic system.


18  
19 **In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any**  
20 **other reason, and it is determined the system does not comply, it may be necessary to bring the system**  
21 **into compliance. Significant expense may be involved.**

22  
23 The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid  
24 by: **(Check One)**  SELLER  BUYER.

25  
26 The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by:  
27 **(Check One)**  SELLER  BUYER.

28  
29  
30 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
31 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
32 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

33  
34  12/14/2024  
35 **SELLER** **DATE** **BUYER** **DATE**

36  
37  12/14/2024  
38 **SELLER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/19. All previous versions of this document may no longer be valid. Copyright January 2024.



# IN ITS PRESENT CONDITION ADDENDUM

1 **SELLER:** Brice W. Acherman & Diana J. Ackerman (AMC)  
 2 **BUYER:** \_\_\_\_\_  
 3 **PROPERTY:** 13612 Stillwell Road Bonner Springs KS 66012

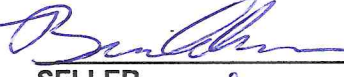
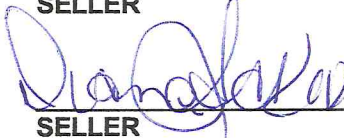
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 5 This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition,  
 6 which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no  
 7 warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for  
 8 any particular purpose.

- 9  
 10  1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.  
 11 SELLER will make no repairs and/or treatments.  
 12 BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the  
 13 inspections are unsatisfactory.  
 14 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the  
 15 inspection provisions in the Contract.  
 16  
 17  2. BUYER is entitled to conduct inspections for informational purposes ONLY.  
 18 SELLER will make no repairs and/or treatments.  
 19 BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract.  
 20 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the  
 21 inspection provisions in the Contract.  
 22  
 23  3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.  
 24 SELLER will make no repairs and/or treatments.  
 25 BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

26  
 27 It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the  
 28 obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

29  
 30 BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to  
 31 inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and  
 32 BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection  
 33 with this decision.

34  
 35 SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state  
 36 of repair as at the time of agreement and SELLER is still responsible to care for the Property through the  
 37 Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the  
 38 Residential Real Estate Sale Contract.

39  
 40  12/14/2024  
 41 SELLER DATE BUYER DATE  
 42  
 43  12/14/2024  
 44 SELLER DATE BUYER DATE  
 45  
 46

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# LEGAL DESCRIPTION ADDENDUM

1 **SELLER:** Brice W. Ackerman & Diana J. Ackerman (AMC)

2

3 **BUYER:** \_\_\_\_\_

4

5 **PROPERTY:** 13612 Stillwell Road Bonner Springs KS 66012

6

7 **PROPERTY LEGAL DESCRIPTION:**

8 SEC-31 TWP-11 RNG-23, S31, T11, R23, ACRES 9.930000, 139AB E1/2

9 E1/2 SW1/4 SE1/4 LS S 20FT CONTG 9.85AC M/L

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11 \_\_\_\_\_

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21 \_\_\_\_\_

22 \_\_\_\_\_

23

24 (INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)


25

26 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**

27 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**

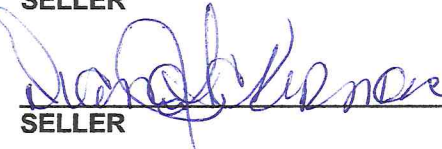
28 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

29

30  12/14/2024

31 **SELLER** **DATE** **BUYER** **DATE**

32

33  12/14/2024

34 **SELLER** **DATE** **BUYER** **DATE**

35

36

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**LEAD BASED PAINT DISCLOSURE ADDENDUM**  
 Disclosure of Information on Lead-Based Paint and/or  
 Lead-Based Paint Hazards

1 **SELLER:** \_\_\_\_\_ Brice W. Ackerman & Diana J. Ackerman (AMC)

2  
 3 **PROPERTY:** \_\_\_\_\_ 13612 Stillwell Road Bonner Springs KS 66012

4  
 5 **Lead Warning Statement:**

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

15  
 16 **Seller's Disclosure (Initial applicable lines)**

17 a.           **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**  
 18 **PAINT HAZARDS: (check one below)**

19  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 20 \_\_\_\_\_

21  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22  
 23 b.           **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**  
 24 **(check one below)**

25  Seller has provided the Buyer with all available records and reports pertaining to lead-based  
 26 paint and/or lead-based paint hazards in the housing (list documents below).  
 27 \_\_\_\_\_

28  Seller has no reports or records pertaining to lead-based paint and/or lead-based  
 29 paint hazards in the housing.

30  
 31 **Buyer's Acknowledgment (Initial applicable lines)**

32 c. \_\_\_\_\_ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**  
 33 **ABOVE**

34 d. \_\_\_\_\_ **BUYER HAS RECEIVED THE PAMPHLET**  
 35 **"Protect Your Family from Lead in Your Home"**

36 e. \_\_\_\_\_ **BUYER HAS: (Check one below)**

37  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment  
 38 or inspection for the presence of lead-based paint or lead-based paint hazards; or

39  Waived the opportunity to conduct a risk assessment or inspection for the presence of  
 40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f. JK Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and  
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

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

47  
48

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

52

53 B. Barnes 12/14/2024 \_\_\_\_\_  
54 **SELLER** **DATE** **BUYER** **DATE**

55 \_\_\_\_\_  
56 Diana J. Keenan 12/14/2024 \_\_\_\_\_  
57 **SELLER** **DATE** **BUYER** **DATE**

58 \_\_\_\_\_  
59 John Barnes 12/14/24 \_\_\_\_\_  
60 **LICENSEE ASSISTING SELLER** **DATE** **LICENSEE ASSISTING BUYER** **DATE**

61 \_\_\_\_\_  
62 \_\_\_\_\_  
63 \_\_\_\_\_

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# DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- **Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.**
- **They can even send you emails that appear to be from your agent, your closer or another trusted source!**




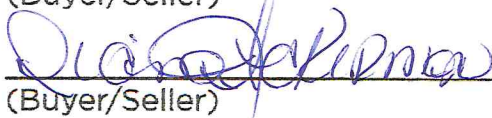
**WHEN YOU ARE USING REECENICHOLS, WE WILL NEVER ASK YOU TO WIRE MONEY VIA EMAIL, EVER!**

If you receive wiring instructions, even if it appears legitimate, **do not send money to that account.** Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it's the closing company:

- **Do not use a phone number or other contact information from an email.**
- **Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.**

I acknowledge the above information:

	<u>12/14/2024</u>	_____	_____
(Buyer/Seller)	(Date)	(Buyer/Seller)	(Date)
	<u>12/14/2024</u>	_____	_____
(Buyer/Seller)	(Date)	(Buyer/Seller)	(Date)



# ReeceNichols

## PREMIER REALTY

An Independently Owned and Operated Member of the Reece & Nichols Alliance, Inc.

### Company/Franchise Disclosure Addendum

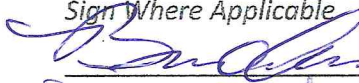


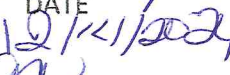
(To be used as an attachment to all agency contracts and sales contracts.)

ReeceNichols Premier Realty, ("BROKER") is an independently owned and operated real estate brokerage and member of ReeceNichols Alliance, Inc.

BROKER is a franchisee and pursuant to the terms of its license agreement, ReeceNichols Alliance, Inc. and ReeceNichols Realtors, Inc. have no legal liability for the conduct and actions of BROKER. BROKER is authorized to use licensor's trade name and insignias.

**CAREFULLY READ THE TERMS OF THIS FRANCHISE DISCLOSURE ADDENDUM BEFORE SIGNING. WHEN SIGNED, THIS ADDENDUM BECOMES A PART OF LEGALLY BINDING AGENCY CONTRACTS AND SALES CONTRACTS.**

*Sign Where Applicable*

		_____	_____
SELLER	DATE	BUYER	DATE
		_____	_____
SELLER	DATE	BUYER	DATE





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

SELLER (Indicate Marital Status): Brice W. Acker & Diana J. Ackerman (AMC)

PROPERTY: 13612 Stillwell Road Bonner Springs KS 66012

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? 1970 How long have you owned? 2011-13 Years
Does SELLER currently occupy the Property? Yes No X
If "No", how long has it been since SELLER occupied the Property? years/months
SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. Conventional/Wood Frame Modular Manufactured
Mobile Other

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes No X
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No X
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No X
d. Any drainage or flood problems on the Property or adjacent properties? Yes No X
e. Any flood insurance premiums that you pay? Yes No X
f. Any need for flood insurance on the Property? Yes No X
g. Any boundaries of the Property being marked in any way? Yes No X
h. The Property having had a stake survey? Yes No X
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No X
j. Any fencing on the Property? Yes No X
If "Yes", does fencing belong to the Property? N/A Yes No X
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No X
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No X
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No X

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

Initials BUYER BUYER



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**6. ROOF.**

- a. Approximate Age: 12 years  Unknown Type: Composition
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If "Yes", what was the date of the occurrence? \_\_\_\_\_
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_
- d. Has there been any roof replacement? ..... Yes  No   
If "Yes", was it:  Complete or  Partial
- e. What is the number of layers currently in place? 1 layers or  Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: \_\_\_\_\_

**7. INFESTATION. ARE YOU AWARE OF:**

- a. Any termites, wood destroying insects, or other pests on the Property? ..... Yes  No
- b. Any damage to the Property by termites, wood destroying insects or other pests? ..... Yes  No
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? ..... Yes  No   
If "Yes", list company, when and where treated \_\_\_\_\_
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes  No   
If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_.  
(Check one)  The treatment system stays with the Property or  the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: \_\_\_\_\_

**8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**

**ARE YOU AWARE OF:**

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes  No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- f. Any problems with windows or exterior doors? ..... Yes  No
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... N/A  Yes  No   
Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_  
Date of last use? Debris Removal
- i. Does the Property have a sump pump? ..... Yes  No   
If "Yes", location: \_\_\_\_\_
- j. Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes  No

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: \_\_\_\_\_

BA AL  
SELLER | SELLER

Initials

Initials

BUYER | BUYER



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**9. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_

**10. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No   
If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System, Number of Tanks \_\_\_\_\_  Cesspool  Lagoon  Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: 12 FT Behind House
- g. The location of the sewer line clean out trap is: \_\_\_\_\_
- h. Is there a sewage pump on the septic system? ..... N/A  Yes  No
- i. Is there a grinder pump system? ..... Yes  No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- k. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No
- m. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A  Yes  No

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: \_\_\_\_\_

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**11. HEATING AND AIR CONDITIONING.**

- a. Does the Property have air conditioning? ..... Yes  No   
 Central Electric  Central Gas  Heat Pump  Window Unit(s)  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. 15 yrs ✓  
2. \_\_\_\_\_
- b. Does the Property have heating systems? ..... Yes  No   
 Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  
 Fuel Tank  Other \_\_\_\_\_  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. 15 yrs  
2. \_\_\_\_\_
- c. Are there rooms without heat or air conditioning? ..... Yes  No   
If "Yes", which room(s)? \_\_\_\_\_
- d. Does the Property have a water heater? ..... Yes  No   
 Electric  Gas  Solar  Tankless  
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?  
1. 8 yrs  
2. \_\_\_\_\_
- e. Are you aware of any problems regarding these items? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. ELECTRICAL SYSTEM.**

- a. Type of material used:  Copper  Aluminum  Unknown
- b. Type of electrical panel(s):  Breaker  Fuse  
Location of electrical panel(s): \_\_\_\_\_  
Size of electrical panel(s) (total amps), if known: \_\_\_\_\_
- c. Are you aware of any problem with the electrical system? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- a. Any underground tanks on the Property? ..... Yes  No
- b. Any landfill on the Property? ..... Yes  No
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? ..... Yes  No
- d. Any contamination with radioactive or other hazardous material? ..... Yes  No
- e. Any testing for any of the above-listed items on the Property? ..... Yes  No
- f. Any professional testing for radon on the Property? ..... Yes  No
- g. Any professional mitigation system for radon on the Property? ..... Yes  No
- h. Any professional testing/mitigation for mold on the Property? ..... Yes  No
- i. Any other environmental issues? ..... Yes  No
- j. Any controlled substances ever manufactured on the Property? ..... Yes  No
- k. Any methamphetamine ever manufactured on the Property? ..... Yes  No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- 210 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 211 a. The Property located outside of city limits?..... Yes  No
- 212 b. Any current/pending bonds, assessments, or special taxes that
- 213 apply to Property? ..... Yes  No
- 214 If "Yes", what is the amount? \$ \_\_\_\_\_
- 215 c. Any condition or proposed change in your neighborhood or surrounding
- 216 area or having received any notice of such? ..... Yes  No
- 217 d. Any defect, damage, proposed change or problem with any
- 218 common elements or common areas? ..... Yes  No
- 219 e. Any condition or claim which may result in any change to assessments or fees?..... Yes  No
- 220 f. Any streets that are privately owned? ..... Yes  No
- 221 g. The Property being in a historic, conservation or special review district that
- 222 requires any alterations or improvements to the Property be approved by a
- 223 board or commission? ..... Yes  No
- 224 h. The Property being subject to tax abatement?..... Yes  No
- 225 i. The Property being subject to a right of first refusal? ..... Yes  No
- 226 If "Yes", number of days required for notice: \_\_\_\_\_
- 227 j. The Property being subject to covenants, conditions, and restrictions of a
- 228 Homeowner's Association or subdivision restrictions? ..... Yes  No
- 229 k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- 230 l. The Homeowner's Association imposing its own transfer fee and/or
- 231 initiation fee when the Property is sold? ..... N/A  Yes  No
- 232 If "Yes", what is the amount? \$ \_\_\_\_\_
- 233 m. The Property being subject to a Homeowners Association fee?..... Yes  No
- 234 If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of
- 235 \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to:
- 236 \_\_\_\_\_ and such includes:
- 237 \_\_\_\_\_
- 238 Homeowner's Association/Management Company contact name, phone number, website, or email address:
- 239 \_\_\_\_\_
- 240 \_\_\_\_\_
- 241 \_\_\_\_\_
- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

244 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**

245 \_\_\_\_\_

246 \_\_\_\_\_

247 \_\_\_\_\_

- 249 **15. PREVIOUS INSPECTION REPORTS.**
- 250 Has Property been inspected in the last twelve (12) months? ..... Yes  No
- 251 If "Yes", a copy of inspection report(s) are available upon request.

- 253 **16. OTHER MATTERS. ARE YOU AWARE OF:**
- 254 a. Any of the following?
- 255  Party walls  Common areas  Easement Driveways ..... Yes  No
- 256 b. Any fire damage to the Property? ..... Yes  No
- 257 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- 258 d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- 259 e. Any other conditions that may materially affect the value
- 260 or desirability of the Property? ..... Yes  No
- 261 f. Any other condition, including but not limited to financial, that may prevent
- 262 you from completing the sale of the Property? ..... Yes  No
- 263 g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- 264 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No
- 265 i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No
- 266 List locks without keys \_\_\_\_\_
- 267 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- 268 k. Any unrecorded interests affecting the Property? ..... Yes  No

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- 269 l. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No
- 270 m. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 271 n. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 272 o. Any added insulation since you have owned the Property? ..... Yes  No
- 273 p. Having replaced any appliances that remain with the Property in the
- 274 past five (5) years? ..... Yes  No
- 275 q. Any transferable warranties on the Property or any of its
- 276 components? ..... Yes  No
- 277 r. Having made any insurance or other claims pertaining to the Property
- 278 in the past five (5) years? ..... Yes  No
- 279 If "Yes", were repairs from claim(s) completed? YES ..... N/A  Yes  No
- 280 s. Any use of synthetic stucco on the Property? ..... Yes  No

If any of the answers in this section are "Yes", explain in detail: Siding Wind Damage

**17. UTILITIES.** Identify the name and phone number for utilities listed below.

Electric Company Name: EVERGY Phone # \_\_\_\_\_  
 Gas Company Name: AT&T Phone # \_\_\_\_\_  
 Water Company Name: Brown Springs Phone # \_\_\_\_\_  
 Trash Company Name: Brown Springs Phone # \_\_\_\_\_  
 Other: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

**18. ELECTRONIC SYSTEMS AND COMPONENTS.**

Any technology or systems staying with the Property? ..... N/A  Yes  No

If "Yes" list: \_\_\_\_\_

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

**19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

- |   |   |
|---|---|
| Attached shelves, racks, towel bars       | Fireplace grates, screens, glass doors                            |
| Attached lighting                         | Mounted entertainment brackets                                    |
| Attached floor coverings                  | Plumbing equipment and fixtures                                   |
| Bathroom vanity mirrors, attached or hung | Storm windows, doors, screens                                     |
| Fences (including pet systems)            | Window blinds, curtains, coverings and window mounting components |

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324 Fill in all blanks using one of the abbreviations listed below.

325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).

326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

327 "NA" = Not applicable (any item not present).

328 "NS" = Not staying with the Property (item should be identified as "NS" below.)

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\_\_\_ Air Conditioning Window Units, # \_\_\_  
\_\_\_ Air Conditioning Central System  
\_\_\_ Attic Fan  
\_\_\_ Ceiling Fan(s), # \_\_\_  
\_\_\_ Central Vac and Attachments  
\_\_\_ Closet Systems, Location \_\_\_\_\_  
\_\_\_ Camera-Surveillance Equipment  
\_\_\_ Doorbell  
\_\_\_ Electric Air Cleaner or Purifier  
\_\_\_ Electric Car Charging Equipment  
\_\_\_ Exhaust Fan(s) – Baths  
\_\_\_ Fences – Invisible & Controls  
Fireplace(s), # \_\_\_\_\_  
Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_  
\_\_\_ Chimney \_\_\_\_\_ Chimney \_\_\_\_\_  
\_\_\_ Gas Logs \_\_\_\_\_ Gas Logs \_\_\_\_\_  
\_\_\_ Gas Starter \_\_\_\_\_ Gas Starter \_\_\_\_\_  
\_\_\_ Heat Re-circulator \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_  
\_\_\_ Insert \_\_\_\_\_ Insert \_\_\_\_\_  
\_\_\_ Wood Burning \_\_\_\_\_ Wood Burning \_\_\_\_\_  
\_\_\_ Other \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_ Fountain(s)  
\_\_\_ Furnace/Heat Pump/Other Heating System  
\_\_\_ Garage Door Keyless Entry  
\_\_\_ Garage Door Opener(s), # \_\_\_  
\_\_\_ Garage Door Transmitter(s), # \_\_\_  
\_\_\_ Generator  
\_\_\_ Humidifier  
\_\_\_ Intercom  
\_\_\_ Jetted Tub

KITCHEN APPLIANCES

Cooking Unit  
*NS* Stove/Range  
\_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
\_\_\_ Built-in Oven  
\_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
*NS* Cooktop \_\_\_ Elec. \_\_\_ Gas  
*NS* Microwave Oven  
\_\_\_ Dishwasher  
\_\_\_ Disposal  
\_\_\_ Freezer  
Location \_\_\_\_\_  
*NS* Refrigerator (#1)  
Location \_\_\_\_\_  
\_\_\_ Refrigerator (#2)  
Location \_\_\_\_\_  
\_\_\_ Trash Compactor

\_\_\_ Laundry - Washer  
\_\_\_ Laundry - Dryer  
\_\_\_ Elec. \_\_\_ Gas  
MOUNTED Entertainment Equipment  
*NS* TV, Location Living Room  
\_\_\_ TV, Location \_\_\_\_\_  
\_\_\_ TV, Location \_\_\_\_\_  
\_\_\_ TV, Location \_\_\_\_\_  
\_\_\_ Speakers, Location \_\_\_\_\_  
\_\_\_ Speakers, Location \_\_\_\_\_  
\_\_\_ Other/Location \_\_\_\_\_  
\_\_\_ Other/Location \_\_\_\_\_  
\_\_\_ Other/Location \_\_\_\_\_  
\_\_\_ Other/ Location \_\_\_\_\_

\_\_\_ Outside Cooking Unit  
 Propane Tank Shop  
\_\_\_ Owned \_\_\_ Leased  
\_\_\_ Security System  
\_\_\_ Owned \_\_\_ Leased  
\_\_\_ Smoke/Fire Detector(s), # \_\_\_  
\_\_\_ Shed(s), # \_\_\_\_\_  
\_\_\_ Spa/Hot Tub  
\_\_\_ Spa/Sauna  
\_\_\_ Spa Equipment  
\_\_\_ Sprinkler System Auto Timer  
\_\_\_ Sprinkler System Back Flow Valve  
\_\_\_ Sprinkler System (Components & Controls)  
\_\_\_ Statuary/Yard Art  
\_\_\_ Swing set/Playset  
\_\_\_ Sump Pump(s), # \_\_\_\_\_  
\_\_\_ Swimming Pool (Swimming Pool Rider Attached)  
\_\_\_ Swimming Pool Heater  
\_\_\_ Swimming Pool Equipment  
\_\_\_ TV Antenna/Receiver/Satellite Dish  
\_\_\_ Owned \_\_\_ Leased  
\_\_\_ Water Heater(s)  
\_\_\_ Water Softener and/or Purifier  
\_\_\_ Owned \_\_\_ Leased  
\_\_\_ Wood Burning Stove  
\_\_\_ Yard Light  
\_\_\_ Elec. \_\_\_ Gas  
\_\_\_ Boat Dock, ID# \_\_\_\_\_

*NS* Other Auto Locks, Compressed  
*NS* Other All Automotive Tools, Etc.  
*NS* Other Paint Booth  
*NS* Other ASD Lines  
*NS* Other Office Content

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379 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
380 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
381 invoices, notices or other documents describing or referring to the matters revealed herein:  
382 \_\_\_\_\_  
383 \_\_\_\_\_  
384 \_\_\_\_\_

385  
386 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
387 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
388 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
389 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**  
390 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
391 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**  
392 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
393 **pages).**  
394

395 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
396 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
397 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
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402  \_\_\_\_\_ 12/14/2024 \_\_\_\_\_  \_\_\_\_\_ 12-14-2024  
403 **SELLER** **DATE** **SELLER** **DATE**  
404

405 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 406  
407 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
408 and SELLER need only make an honest effort at fully revealing the information requested.  
409 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees  
410 concerning the condition or value of the Property.  
411 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)  
412 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
413 I have been specifically advised to have Property examined by professional inspectors.  
414 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.  
415 5. I specifically represent there are no important representations concerning the condition or value of Property made  
416 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.  
417

418  
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420 \_\_\_\_\_  
421 **BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.





# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S  
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER** (Indicate Marital Status): \_\_\_\_\_ Brice W. Acker & Diana J. Ackerman (AMC)  
2  
3  
4

5 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or  
6 described below) \_\_\_\_\_

7 SEC-31 TWP-11 RNG-23, S31, T11, R23, ACRES 9.930000, 139AB E1/2  
8 E1/2 SW1/4 SE1/4 LS S 20FT CONTG 9.85AC M/L  
9

10 Approximate date SELLER purchased Property: \_\_\_\_\_ 2011 \_\_\_\_\_ Property is  
11 currently zoned as \_\_\_\_\_ Warehouse District/Storage Facility \_\_\_\_\_  
12

### 13 1. NOTICE TO SELLER.

14 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets  
15 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any  
16 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in  
17 civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures.  
18 Licensee(s), prospective buyers and buyers will rely on this information.  
19

### 20 2. NOTICE TO BUYER.

21 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a  
22 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by  
23 SELLER or a warranty or representation by the Broker(s) or their licensees.  
24

### 25 3. WATER SOURCE.

- 26 a. Is there a water source on or to the Property? ..... Yes  No   
27  Public  Private  Well  Cistern  None  Other \_\_\_\_\_  
28 If well, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_  
29 Has water been tested? ..... Yes  No   
30 b. Other water systems and their condition: \_\_\_\_\_  
31 c. Is there a water meter on the Property? ..... Yes  No   
32 d. Is there a rural water certificate? ..... Yes  No   
33 e. Other applicable information: \_\_\_\_\_  
34  
35


36 If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_  
37  
38  
39

### 40 4. GAS/ELECTRIC.

- 41 a. Is there electric service on the Property? ..... Yes  No   
42 If "Yes", is there a meter? ..... N/A  Yes  No   
43 b. Is there gas service on the Property? ..... Yes  No   
44 If "Yes", what is the source? \_\_\_\_\_  
45 c. Are you aware of any additional costs to hook up utilities? ..... Yes  No   
46 d. Other applicable information: \_\_\_\_\_  
47  
48

49 If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_  
50  
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- 52 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**
- 53 a. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed**
- 54 to be located in such as designated by FEMA which requires flood insurance? ..... Yes  No
- 55 b. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- 56 c. Any neighbors complaining Property causes drainage problems? ..... Yes  No
- 57 d. The Property having had a stake survey? ..... Yes  No
- 58 e. Any boundaries of the Property being marked in any way? ..... Yes  No
- 59 f. Having an Improvement Location Certificate (ILC) for the Property? ..... Yes  No
- 60 g. Any fencing/gates on the Property? ..... Yes  No
- 61 If "Yes", does fencing/gates belong to the Property? ..... Yes  No
- 62 h. Any encroachments, boundary line disputes, or non-utility
- 63 easements affecting the Property? ..... Yes  No
- 64 i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
- 65 problems that have occurred on the Property or in the immediate vicinity? ..... Yes  No
- 66 j. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- 67 k. Other applicable information: \_\_\_\_\_

68  
69 **If any of the answers in this section are "Yes" explain in detail or attach all warranty information and**

70 **other documentation:** \_\_\_\_\_

71 \_\_\_\_\_

72 \_\_\_\_\_

73  
74 **6. SEWAGE.**

- 75 a. Does the Property have any sewage facilities on or connected to it? ..... Yes  No
- 76 If "Yes", are they:
- 77  Public Sewer  Private Sewer  Septic System  Cesspool
- 78  Lagoon  Grinder Pump  Other \_\_\_\_\_
- 79 If applicable, when last serviced? Pumpout 4 yrs ago P
- 80 By whom? Dodd's Rooters
- 81 Approximate location of septic tank and/or absorption field: 12 FT Behind House
- 82 \_\_\_\_\_
- 83 Has Property had any surface or subsurface soil testing related to installation
- 84 of sewage facility? ..... N/A  Yes  No
- 85 b. Are you aware of any problems relating to the sewage facilities? ..... Yes  No

86  
87 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**

88 **other documentation:** \_\_\_\_\_

89 \_\_\_\_\_

90 \_\_\_\_\_

91  
92 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**

93 **(Check and complete applicable box(es))**

- 94 a. Are there leasehold interests in the Property? ..... Yes  No
- 95 If "Yes", complete the following:
- 96 Lessee is: \_\_\_\_\_
- 97 Contact number is: \_\_\_\_\_
- 98 Seller is responsible for: \_\_\_\_\_
- 99 Lessee is responsible for: \_\_\_\_\_
- 100 Split or Rent is: \_\_\_\_\_
- 101 Agreement between Seller and Lessee shall end on or before: \_\_\_\_\_
- 102  **Copy of Lease is attached.**

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103 b. Are there tenant's rights in the Property? ..... Yes  No

104 If "Yes", complete the following:

105 Tenant/Tenant Farmer is: \_\_\_\_\_

106 Contact number is: \_\_\_\_\_

107 Seller is responsible for: \_\_\_\_\_

108 Tenant/Tenant Farmer is responsible for: \_\_\_\_\_

109 Split or Rent is: \_\_\_\_\_

110 Agreement between Seller and Tenant shall end on or before: \_\_\_\_\_

111  Copy of Agreement is attached.

112 c. Do additional leasehold interests or tenant's rights exist? ..... Yes  No

113 If "Yes", explain: \_\_\_\_\_

114 \_\_\_\_\_

115 \_\_\_\_\_

116 8. MINERAL RIGHTS (unless superseded by local, state or federal laws).

117  Pass unencumbered with the land to the Buyer.

118  Remain with the Seller.

119  Have been previously assigned as follows: \_\_\_\_\_

120 \_\_\_\_\_

121 \_\_\_\_\_

122 9. WATER RIGHTS (unless superseded by local, state or federal laws).

123  Pass unencumbered with the land to the Buyer.

124  Remain with the Seller.

125  Have been previously assigned as follows: \_\_\_\_\_

126 \_\_\_\_\_

127 \_\_\_\_\_

128 10. CROPS (planted at time of sale).

129  Pass with the land to the Buyer.

130  Remain with the Seller.

131  Have been previously assigned as follows: \_\_\_\_\_

132 \_\_\_\_\_

133 \_\_\_\_\_

134 11. GOVERNMENT PROGRAMS.

135 a. Are you currently participating, or do you intend to participate, in any government

136 farm program? ..... Yes  No

137 b. Are you aware of any interest in all or part of the Property that has been reserved

138 by previous owner or government action to benefit any other property? ..... Yes  No

139

140 If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_

141 \_\_\_\_\_

142 \_\_\_\_\_

143 \_\_\_\_\_

144 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

145 a. Any underground storage tanks on or near Property? ..... Yes  No

146 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil

147 tanks, oil spills, tires, batteries, or other hazardous conditions)? ..... Yes  No

148 If "Yes", what is the location? \_\_\_\_\_

149 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? ..... Yes  No

150 d. Any disposal of any hazardous waste products, chemicals, polychlorinated

151 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or


152 insulation on the Property or adjacent property? ..... Yes  No

153 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers

154 in wet areas)? ..... Yes  No

155 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.

156 methane gas, radon gas, radioactive material, landfill, toxic materials)? ..... Yes  No

 Initials \_\_\_\_\_ Initials 
  
 SELLER SELLER BUYER BUYER

- 157 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? ..... Yes  No
- 158 h. Any other environmental conditions on the Property or adjacent properties? ..... Yes  No
- 159 i. Any tests conducted on the Property? ..... Yes  No

160  
161 **If any of the answers in this section are "Yes" explain in detail or attach documentation:** \_\_\_\_\_

- 162  
163  
164
- 165 **13. OTHER MATTERS. ARE YOU AWARE OF:**
- 166 a. Any violation of zoning, setbacks or restrictions, or non-conforming use? ..... Yes  No
  - 167 b. Any violation of laws or regulations affecting the Property? ..... Yes  No
  - 168 c. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
  - 169 d. Any litigation or settlement pertaining to the Property? ..... Yes  No
  - 170 e. Any current/pending bonds, assessments, or special taxes that apply to the Property? ..... Yes  No
  - 171 f. Any burial grounds on the Property? ..... Yes  No
  - 172 g. Any abandoned wells on the Property? ..... Yes  No
  - 173 h. Any public authority contemplating condemnation proceedings? ..... Yes  No
  - 174 i. Any government rule limiting the future use of the Property other than existing  
175 zoning and subdivision regulations? ..... Yes  No
  - 176 j. Any condition or proposed change in surrounding area or received any notice of such? ..... Yes  No
  - 177 k. Any government plans or discussion of public projects that could lead to special  
178 benefit assessment against the Property or any part thereof? ..... Yes  No
  - 179 l. Any unrecorded interests affecting the Property? ..... Yes  No
  - 180 m. Anything that would interfere with passing clear title to the Buyer? ..... Yes  No
  - 181 n. The Property being subject to a right of first refusal? ..... Yes  No
  - 182 If "Yes", number of days required for notice: \_\_\_\_\_
  - 183 o. The Property subject to a Homeowner's Association fee? ..... Yes  No
  - 184 p. Any other conditions that may materially and adversely affect the value or  
185 desirability of the Property? ..... Yes  No
  - 186 q. Any other condition that may prevent you from completing the sale of the Property? ..... Yes  No

187  
188 **If any of the answers in this section are "Yes", explain in detail or attach documentation:** \_\_\_\_\_

189  
190  
191  
192

- 193 **14. UTILITIES.** Identify the name and phone number for utilities listed below.
- 194 Electric Company Name: EVERGY Phone # \_\_\_\_\_
- 195 Gas Company Name: ATMOS Phone # \_\_\_\_\_
- 196 Water Company Name: Bowen Springs Phone # \_\_\_\_\_
- 197 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

- 198  
199 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**
- 200 Any technology or systems staying with the Property? ..... N/A  Yes  No
- 201 If "Yes", list: \_\_\_\_\_

202  
203  
204 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

205  
206 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
207 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a  
208 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this  
209 information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly**  
210 **notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**  
211 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing,**  
212 **of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If**  
213 **attached, # of pages).**

SELLER MA SA Initials BUYER Initials \_\_\_\_\_



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

217  
218  12/14/2024  12/14/2024  
219 \_\_\_\_\_  
220 SELLER DATE SELLER DATE

221  
222 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 223  
224 1. I understand and agree the information in this form is limited to information of which SELLER has actual  
225 knowledge and SELLER need only make an honest effort at fully revealing the information requested.  
226 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or  
227 Licensees concerning the condition or value of the Property.  
228 3. I agree to verify any of the above information, and any other important information provided by SELLER or  
229 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent  
230 investigation of my own. I have been specifically advised to have the Property examined by professional  
231 inspectors. Buyer assumes responsibility Property is suitable for their intended use.  
232 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the  
233 Property.  
234 5. I specifically represent there are no important representations concerning the condition or value of the Property  
235 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by  
236 them.

237  
238  
239 \_\_\_\_\_  
240 BUYER DATE BUYER DATE

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