



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

1 SELLER: John L. Hamel & Jessie M. Hamel

2 PROPERTY: 9107 W. 200 RD Blue mound, KS 66010

3  
4 1. SELLER'S INSTRUCTIONS

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER**  
6 which may materially affect the value of the Property. This disclosure statement is designed to assist  
7 SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this  
8 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 that BUYER may wish to obtain. It is not a warranty of any  
13 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

14  
15 3. OCCUPANCY

16 Approximate age of Property? 40 How long have you owned? 6 1/2  
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 or any portion thereof located in a flood zone, wetlands area  
26 or **proposed** to be located in such as designated by FEMA which requires  
27 flood insurance? ..... Yes ☐ No ☒  
28 (d) Drainage or flood problems on the Property or adjacent properties? ..... Yes ☐ No ☒  
29 (e) Do you pay flood insurance premiums? ..... Yes ☐ No ☒  
30 (f) If so, is it required? ..... Yes ☐ No ☒  
31 (g) Are the boundaries of the Property marked in any way? Some fencing ..... Yes ☒ No ☐  
32 (h) Has Property had a stake survey? If yes, attach copy ..... Yes ☐ No ☒  
33 (i) Encroachments, boundary line disputes, or non-utility easements affecting  
34 the Property ..... Yes ☐ No ☒  
35 (j) Any fencing on the Property? ..... Yes ☒ No ☐  
36 (k) If yes, does fencing belong to the Property ..... Yes ☒ No ☐  
37 (l) Diseased, dead, or damaged trees or shrubs on the Property ..... Yes ☐ No ☒  
38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property ..... Yes ☐ No ☒

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

5. ROOF:

- (a) Approximate Age: 3 years ☐ Unknown Type: long
- (b) Have there been any problems with the roof, flashing or rain gutters? ..... Yes ☐ No ☒  
If so, 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: 2 layers, or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other documentation are attached) Roof replaced 2004

6. 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 years? ..... Yes ☐ No ☒  
If yes, list company, when and where treated \_\_\_\_\_
- (d) Any 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 (attach any receipts): \_\_\_\_\_

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

- (a) 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 piling 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 driveways, patios, decks, fences or retaining walls on the Property? ..... Yes ☐ No ☒
- (g) Any problems with fireplace and/or chimney? ..... Yes ☐ No ☒  
Date of last cleaning? \_\_\_\_\_
- (h) Does the Property have a sump pump? ..... Yes ☒ No ☐
- (i) 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. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: Basement damp, sealed w/ street Rubber Stopped Problem Self done 2003

94  
95  
96  
97  
98 **8. ADDITIONS AND/OR REMODELING:**

99 (a) Are you aware of any additions, structural changes, or other material  
100 alterations to the Property? ..... Yes ☒ No ☐

101 If "Yes", explain: Adds Back Room in 2004 & Garage in 2010  
102

103 (b) If "Yes", were all necessary permits and approvals obtained, and was all  
104 work in compliance with building codes? ..... N/A ☐ Yes ☒ No ☐

105 If "No", explain: \_\_\_\_\_  
106  
107

108 **9. PLUMBING RELATED ITEMS:**

109 (a) What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern  
110 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
111 diameter \_\_\_\_\_ age \_\_\_\_\_

112 (b) If the drinking water source is a well, when was the water last checked for safety and what  
113 was the result of the test? \_\_\_\_\_

114 (c) Is there a water softener on the Property? ..... Yes ☐ No ☒  
115 (If so, is it: ☐ Leased ☐ Owned?)

116 (d) Is there a water purifier system? ..... Yes ☐ No ☒  
117 (If so, is it: ☐ Leased ☐ Owned?)

118 (e) What type of sewage system serves the Property? ☐ Public Sewer, or ☐ Private Sewer, or  
119 ☒ Septic System, or ☐ Cesspool, or ☐ Lagoon, or ☐ Other \_\_\_\_\_

120 (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes ☐ No ☒

121 (g) Is there a grinder pump system? ..... Yes ☐ No ☒

122 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system  
123 last serviced? 2007 By whom? Bell Shaden

124 (i) Is there a sprinkler system? ..... Yes ☐ No ☒

125 Does sprinkler system cover full yard? ..... N/A ☐ Yes ☐ No ☒  
126 If "No", explain: \_\_\_\_\_

127 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer  
128 or pool? ..... Yes ☐ No ☒

129 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,  
130 water, and sewage related systems? ..... Yes ☐ No ☒

131 (l) Type of plumbing material currently used in the Property:

132 ☒ Copper ☐ Galvanized ☐ Other \_\_\_\_\_  
133 The location of the main water shut-off is Basement

134 (m) The location of the sewer line clean out trap is: \_\_\_\_\_

135 If your answer to any of the questions in this section is "Yes", explain in detail and provide  
136 available documentation: \_\_\_\_\_  
137  
138  
139

10. 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?
1.1	6		X	Basement	2007 Eastman
2.				Outside	

(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?
1.1	6	X	X	Outside	12-07 New Horizon
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

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.1	Unknown		X		?
2.					

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

If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail:

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11. ELECTRICAL SYSTEM:

(a) Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown

(b) Type of electrical panel(s): ☒ Breaker ☐ Fuse

Location of electrical panel(s): Basement

Size of electrical panel (total amps), if known: 3

(c) Are you aware of any problem with the electrical system? ..... Yes ☐ No ☒

If "Yes", explain in detail:

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12. HAZARDOUS CONDITIONS:

(a) Underground tanks on the Property? ..... Yes ☐ No ☒

(b) Landfill on the Property? ..... Yes ☐ No ☒

(c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes ☐ No ☒

(d) Has the Property been tested for any of the above listed items? ..... Yes ☐ No ☒

(e) Radon in Property? ..... Yes ☐ No ☒

(f) Have you had the property tested for radon? ..... Yes ☐ No ☒

(g) Have you had the property tested for mold? ..... Yes ☐ No ☒

(h) Are you aware of any other environmental issues? ..... Yes ☐ No ☒

(i) Are you aware of any methamphetamine or controlled substances ever being

used or manufactured on the Property? ..... Yes ☐ No ☒

(In Missouri, a separate disclosure is required if methamphetamine or

other controlled substances have been present on or in the Property)

188 If your answer to any of the questions in this section is "Yes", explain in detail and attach test  
189 results: \_\_\_\_\_  
190 \_\_\_\_\_  
191 \_\_\_\_\_  
192 \_\_\_\_\_

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

- 194 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
195 that apply to Property? ..... Yes ☐ No ☒  
196 Amount: \$ \_\_\_\_\_  
197 (b) Are you aware or have you received any notice of any condition or proposed  
198 change in your neighborhood or surrounding area? ..... Yes ☐ No ☒  
199 (c) Is the Property subject to covenants, conditions, and restrictions of a  
200 Homeowner's Association or subdivision restrictions? ..... Yes ☐ No ☒  
201 (d) Are you aware of any violations of such covenants and restrictions? ..... Yes ☐ No ☒  
202 (e) Does the Homeowner's Association impose its own transfer fee when this  
203 Property is sold? ..... Yes ☐ No ☒  
204 If "yes", what is the amount? \$ \_\_\_\_\_  
205 (f) Are you aware of any defect, damage, proposed change or problem with any  
206 common elements or common areas? ..... Yes ☐ No ☒  
207 (g) Are you aware of any condition or claim which may result in any change to  
208 assessments or fees? ..... Yes ☐ No ☒  
209 (h) Are streets privately owned? ..... Yes ☐ No ☒  
210 (i) Is Property in a historic, conservation or special review district that  
211 requires any alterations or improvements to Property be approved by a  
212 board or commission? ..... Yes ☐ No ☒  
213 (j) Is Property subject to tax abatement? ..... Yes ☐ No ☒  
214 (k) Is Property subject to a right of first refusal? ..... Yes ☐ No ☒

215 If the answer to any of the above questions is "Yes" except (c), explain in detail, including  
216 amounts, if applicable: \_\_\_\_\_  
217 \_\_\_\_\_  
218 \_\_\_\_\_  
219 \_\_\_\_\_  
220 \_\_\_\_\_

221 Homes Association dues are paid in full until NA in the amount of \$ \_\_\_\_\_  
222 payable ☐ yearly ☐ monthly ☐ quarterly, sent to \_\_\_\_\_ and  
223 such includes: \_\_\_\_\_

224 Homeowner's Association contact name, phone number, website, or email address: \_\_\_\_\_  
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)/deeds of trust currently on the  
232 Property? ..... Yes ☐ No ☒  
233 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes ☐ No ☒  
234 (e) Are you aware of any other conditions that may materially and adversely  
235 affect the value or desirability of the Property? ..... Yes ☐ No ☒  
236 (f) Are you aware of any other condition that may prevent you from completing  
237 the sale of the Property? ..... Yes ☐ No ☒  
238 (g) Are you aware of any general stains or pet stains to the carpet, the flooring

- 239 or sub-flooring? ..... Yes ☐ No ☒
- 240 (h) Do you have keys for all exterior doors, including garage doors in the
- 241 home? ..... Yes ☒ No ☐
- 242 List locks without keys .....
- 243 (i) Are you aware of any violation of zoning, setbacks or restrictions, or
- 244 non-conforming uses? ..... Yes ☐ No ☒
- 245 (j) Are you aware of any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- 246 (k) Are you aware of anything that would interfere with giving clear title to
- 247 the BUYER? ..... Yes ☐ No ☒
- 248 (l) Are you aware of any existing or threatened legal action pertaining to
- 249 the Property? ..... Yes ☐ No ☒
- 250 (m) Are you aware of any litigation or settlement pertaining to this Property? ..... Yes ☐ No ☒
- 251 (n) Have you added any insulation since you have owned the Property? ..... Yes ☐ No ☒
- 252 (o) Have you replaced any appliances that remain with the Property in the
- 253 past five years? ..... Yes ☐ No ☒
- 254 (p) Are there any transferable warranties on the Property or any of its
- 255 components? ..... Yes ☐ No ☒
- 256 (q) Have you made any insurance or other claims pertaining to this Property
- 257 in the past 5 years? ..... Yes ☐ No ☒
- 258 If yes, were repairs from claim(s) completed? ..... Yes ☐ No ☒
- 259 (r) Are you aware of any use of synthetic stucco in the property? ..... Yes ☐ No ☒
- 260 If any of the answers in this section are "Yes", (except g), explain in detail: .....
- 261 .....
- 262 .....
- 263 .....
- 264 .....

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

266 Electric Company Name - Heartland Electric Phone .....

267 Gas Company Name - New Horizon F&H Phone .....

268 Water Company Name - Bourbon County Water #4 Phone .....

269

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

271 The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other

272 promotional material, provides for what is included in the sale of the property. All existing

273 improvements on Property (if any) and appurtenances, fixtures and equipment, whether buried,

274 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain

275 with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

276 **OS = Operating and Staying with the Property (Means the item is performing its intended**

277 **function)**

278 **EX = Staying with the Property but Excluded from Mechanical Repairs and cannot be an**

279 **Unacceptable Condition**

280 **NA = Not applicable**

281 **NS = Not staying with the Property**

282	<input checked="" type="checkbox"/> Air Conditioning Window Units, #	<input type="checkbox"/> Garage door opener(s)	<input checked="" type="checkbox"/> Sprinkler System
283	<input type="checkbox"/> Air Conditioning Central System	<input type="checkbox"/> Garage Door Transmitter(s), # <u>4</u>	<input checked="" type="checkbox"/> Sprinkler System Back Flow Valve
284	<input checked="" type="checkbox"/> Attic Fan	<input checked="" type="checkbox"/> Gas Grill	<input checked="" type="checkbox"/> Sprinkler System Auto Timer
285	<input type="checkbox"/> Ceiling Fans, # <u>3</u>	<input checked="" type="checkbox"/> Gas Yard Light	<input checked="" type="checkbox"/> Statuary/Yard Art
286	<input checked="" type="checkbox"/> Central vac and attachments	<input checked="" type="checkbox"/> Humidifier	<input type="checkbox"/> Stove, <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> Gas
287	<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Stove Downdraft Cooktop
288	<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Laundry - Washer	<input type="checkbox"/> Stove Oven <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> Gas
289	<input checked="" type="checkbox"/> Doorbell	<input type="checkbox"/> Laundry - Dryer	<input checked="" type="checkbox"/> Stove Oven - Convection
290	<input checked="" type="checkbox"/> Electric air cleaner or purifier	<input type="checkbox"/> Microwave Oven	<input checked="" type="checkbox"/> Stove/Oven Clock Timer
291	<input checked="" type="checkbox"/> Electric Garage Door Opener(s)	<input type="checkbox"/> Propane Tank	<input checked="" type="checkbox"/> Stove Vent Hood
292	<input type="checkbox"/> Exhaust fan(s) <u>2</u> baths	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Sump Pump
293	<input checked="" type="checkbox"/> Fireplace heat re-circulator	Location of Refrigerator <u>Kitchen</u>	<input checked="" type="checkbox"/> Swimming Pool
294	<input checked="" type="checkbox"/> Fireplace insert	<input checked="" type="checkbox"/> Security System	<input checked="" type="checkbox"/> Swimming Pool Heater
295	<input checked="" type="checkbox"/> Fireplace Gas Logs	<input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input checked="" type="checkbox"/> Swimming Pool Equipment
296	<input checked="" type="checkbox"/> Fireplace Gas Starter	<input type="checkbox"/> Smoke Detector(s), # <u>1</u>	<input checked="" type="checkbox"/> Trash Compactor
297	<input checked="" type="checkbox"/> Fireplace - wood burning stove	<input checked="" type="checkbox"/> Spa/Hot Tub	<input type="checkbox"/> TV Antenna/Receiver/Satellite Dish
298	<input checked="" type="checkbox"/> Fountain(s)	<input checked="" type="checkbox"/> Spa/Sauna	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease
299	<input type="checkbox"/> Furnace/heat pump/other htg system	<input checked="" type="checkbox"/> Spa Equipment	<input checked="" type="checkbox"/> Water Softener and/or purifier
300	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Own <input type="checkbox"/> Lease
301	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

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

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

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.

John L. Hamel  
SELLER

DATE

Josie M. Hamel  
SELLER

3-3-08

DATE

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

\_\_\_\_\_  
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 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. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.





## SELLER'S VACANT LAND DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

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

SELLER: John & Jessie Hamel

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below)

Approximate date SELLER purchased Property is Aug, 2002. Property is currently zoned as \_\_\_\_\_.

Please 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 acknowledges and understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and opinions set forth in this statement.

**1. WATER SOURCE:** ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other

(a) If well water, state type \_\_\_\_\_ depth \_\_\_\_\_

Diameter \_\_\_\_\_ age \_\_\_\_\_

Has water ever been tested? \_\_\_\_\_ Yes ☐ No ☐

If yes, provide results of such tests in separate documentation.

(b) Other water systems & their condition: \_\_\_\_\_

(c) Comments: \_\_\_\_\_

**2. GAS/ELECTRIC:**

(a) Is there electric service on or to the Property? \_\_\_\_\_ Yes ☒ No ☐

If yes, is there a meter? \_\_\_\_\_ Yes ☒ No ☐

If yes, what is the distance to the electrical service? \_\_\_\_\_

(b) Does the Property have heating systems? \_\_\_\_\_ Yes ☐ No ☐

☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☒ Propane ☐ Other \_\_\_\_\_

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.1	5	X	X		12-07 New Horizon
2.					

(c) Is gas connected to the Property? \_\_\_\_\_ Yes ☒ No ☐

If not, distance to nearest source \_\_\_\_\_

(d) Are you aware of any additional costs to hook up utilities? \_\_\_\_\_ Yes ☐ No ☒

If yes, please explain \_\_\_\_\_

(e) Comments: \_\_\_\_\_

**3. LAND (SOILS, DRAINAGE, BOUNDARIES):**

(a) Is the property or any portion thereof located in a flood zone, wetlands area or proposed to be

located in such as designated by FEMA which requires flood insurance? \_\_\_\_\_ Yes ☐ No ☒

(b) Are you aware of drainage or flood problems on Property or adjacent properties? .. Yes ☐ No ☒

(c) Have any neighbors complained that Property causes drainage problems? \_\_\_\_\_ Yes ☐ No ☒

(d) Has the Property had a stake survey? \_\_\_\_\_ Yes ☐ No ☒

If yes, attach copy.

(e) Are the boundaries of the Property marked in any way? Some Yes ☒ No ☐

(f) Do you have an Improvement Location Certificate (ILC) for the Property? \_\_\_\_\_ Yes ☐ No ☒

(g) Is there fencing on the Property? Some Yes ☒ No ☐

If yes, does the fencing belong to the Property? \_\_\_\_\_ Yes ☒ No ☐

(h) Are you aware of any encroachments, boundary line disputes, or non-utility

easements affecting the Property? \_\_\_\_\_ Yes ☐ No ☒

(i) Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the Property or in the immediate vicinity? . Yes ☐ No ☒  
If the answer is yes, please explain \_\_\_\_\_

(j) Are you aware of any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

#### 4. SEWAGE:

(a) Does the Property have any sewage facilities on or connected to it? ..... Yes ☒ No ☐  
If yes, are they:

☐ Public Sewer ☐ Private Sewer ☒ Septic System ☐ Cesspool

☐ Lagoon ☐ Grinder Pump ☐ Other \_\_\_\_\_

If applicable, when last serviced? 2007 BlueShaden

By whom? \_\_\_\_\_

(b) Are you aware of any problems relating to the sewage facilities? NO

#### 5. HAZARDOUS CONDITIONS:

##### Are you aware of:

(a) Any underground storage tanks on or near this Property? ..... Yes ☐ No ☒

(b) Any previous or current existence of hazardous conditions (e.g., storage tanks, oil tanks, oil spills, tires, batteries, or other hazardous conditions? ..... Yes ☐ No ☒  
If so, what is the location)? \_\_\_\_\_

(c) Are you in possession of previous environmental reports (e.g., Phase 1 Environmental reports)? ..... Yes ☐ No ☒  
If so, attach a copy of the reports.

(d) Any disposal of any hazardous waste products, chemicals, polychlorinated biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or insulation on the Property or adjacent property? ..... Yes ☐ No ☒

(e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers in wet areas)? ..... Yes ☐ No ☒

(f) Any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, radioactive material, landfill, toxic materials)? ..... Yes ☐ No ☒

(g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? ..... Yes ☐ No ☒

(h) Are you aware of any other environmental conditions on the Property or adjacent Properties? ..... Yes ☐ No ☒  
If yes, explain \_\_\_\_\_

(i) Have any tests been conducted on the property? ..... Yes ☐ No ☒  
If yes, explain \_\_\_\_\_

(j) Other: \_\_\_\_\_

#### 6. OTHER MATTERS:

##### Are you aware of:

(a) Any violation of zoning, setbacks or restrictions, or non-conforming use? ..... Yes ☐ No ☒

(b) Any violation of laws or regulations affecting the Property? ..... Yes ☐ No ☒

(c) Any existing or threatened legal action pertaining to the Property? ..... Yes ☐ No ☒

(d) Any litigation or settlement pertaining to the Property? ..... Yes ☐ No ☒

(e) Any current or future special assessments to the Property? ..... Yes ☐ No ☒

(f) Any other conditions that may materially and adversely affect the value or desirability of the Property? ..... Yes ☐ No ☒

(g) Are you aware of any other condition that may prevent you from completing the sale of the Property? ..... Yes ☐ No ☒

(h) Any burial grounds on the Property? ..... Yes ☐ No ☒

(i) Any leases on the Property? ..... Yes ☒ No ☐

If yes, describe or attach copy of lease: Leased to Natural Gas

If yes, describe tenant's rights and obligations for vacating the Property: \_\_\_\_\_

- (k) Any public authority contemplating condemnation proceedings? ..... Yes ☐ No ☒
- (l) Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? ..... Yes ☐ No ☒
- (m) Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? ..... Yes ☐ No ☒
- (n) The Property being placed into any of the government's Farm Plans? ..... Yes ☐ No ☒  
If so, identify the program(s) and briefly describe the details of the program(s) and in what year does the Property come out of the program? \_\_\_\_\_
- (o) Any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? ..... Yes ☐ No ☒
- (p) Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- (q) Anything that would interfere in passing clear title to the Buyer? ..... Yes ☐ No ☒

**7. SELLER OWNS:**

Mineral rights Yes ☒ No ☐ Crops Yes ☐ No ☐ Water rights Yes ☐ No ☐  
Comments: Lease for Gas

SELLER acknowledges that the information contained in this statement is accurate, true and complete to the best of SELLER'S knowledge, information and belief; SELLER has provided all the information contained in this SELLER'S Vacant Land Disclosure and Condition of Property Addendum; and that the Broker has not prepared, nor assisted in the preparation of this Statement. SELLER hereby authorizes Broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the Property.

**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.**

John L. Homel 3-3-08 Jessie M. Homel 3-3-08  
SELLER DATE SELLER DATE

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

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 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. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.



## RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 SELLER: John L & Jessie M. Hamel 4/4  
2  
3 BUYER: \_\_\_\_\_  
4  
5 PROPERTY: 9162 W. 200 Rd. Blue Mound, KS 66018  
6

7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system.  
8 Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject  
9 to local, state and federal regulation. Installations which were proper at the time of original construction  
10 may not comply with governmental regulations which have been enacted since that time. It is  
11 recommended that BUYER check with lender and/or local government authority regarding septic  
12 system inspection.  
13

14 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated that the  
15 BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory  
16 requirements.  
17

18 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider  
19 an independent inspection of the septic system.  
20

21 In the event proof of regulatory compliance of the septic system is required by a lender, or is  
22 sought for any other reason, and it is determined that the system does not comply, it may be  
23 necessary to bring the system into compliance. Significant expense may be involved.  
24

25 The cost of pumping the septic tank, if needed, for purposes of this inspection will be paid by  
26 (Check One) ☐ SELLER ☐ BUYER.  
27  
28

29 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,  
30 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
31 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.  
32  
33

34 John L Hamel 6-12-08  
35 SELLER DATE

BUYER DATE

36 Jessie M. Hamel 6-12-08  
37 SELLER DATE

BUYER DATE

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105 E. Amity  
Louisburg, KS 66053  
Ph: (866) 699-8811  
Fax: 913-837-5549

1031 EXCHANGE  
ADDENDUM TO CONTRACT

BETWEEN

John L. & Jessie M. Hamel H/w, SELLER

\_\_\_\_\_, BUYER

It is understood and agreed that Buyer and/or Seller have the option of affecting a like kind exchange under Section 1031 of the tax codes. Buyer and Sellers shall remain responsible for their obligation under this Contract and shall reasonably cooperate with the other parties by executing such documents as are reasonably necessary for the Buyer or Seller to affect such exchange. However, neither party shall be obligated to incur any additional expenses to implement the exchange for the other party. Buyer may be acquiring the Property as part of an Internal Revenue Code Section 1031 tax deferred exchange for the benefit of the Buyer. Sellers agree to assist and cooperate in such exchange at no cost, expense or liability to Sellers, and Sellers further agree to execute any and all documents (subject to the reasonable approval of Seller's legal counsel) as are reasonably necessary in connection with such exchange. Buyer may be assigning all contract rights and obligations hereunder to a "qualified intermediary", as that term is defined in the Internal Revenue Code and relevant Treasury regulations. As part of such exchange, Buyer shall acquire the Property and Sellers shall not be obligated to acquire or convey and other property as of such exchange.

SELLER:

BUYER:

John L. Hamel 6-12-08  
Date

\_\_\_\_\_  
Date

Jessie M. Hamel 6-12-08  
Date

\_\_\_\_\_  
Date



105 E. Amity, Ste 1  
Louisburg, KS 66053  
Ph: 913-871-7377

## FRANCHISE DISCLOSURE

SELLER: John L. & Jossie M. Hamel H/W

BUYER: \_\_\_\_\_

PROPERTY: 9167 W. 200 Rd. Blue Mound KS 66010

### COMPANY DISCLOSURE STATEMENTS:

☐ SELLING COMPANY

☒ LISTING COMPANY

A. RE/MAX PARTNERS is an Independently Owned and Operated Member of RE/MAX INTERNATIONAL

#### B. HOMEOWNER'S WARRANTY

The price for a warranty plan includes all fees for processing, administration and mechanical evaluation for the warranty company. The real estate broker may receive a portion of this fee up to \$75.00.

John L. Hamel 6-12-08  
Seller Date

Jossie M. Hamel 6-12-08  
Seller Date

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

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