



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: James R Graham

2
3 LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure
4 Addendum, or described below) Phase 3, Lot 10 Walnut Creek Estate
5 Paula R. Graham

6
7
8 Approximate date SELLER purchased Property: April 2013 Property is
9 currently zoned as Rural Residential

10 1. NOTICE TO SELLER.

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

18 2. NOTICE TO BUYER.

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

23 3. WATER SOURCE.

24 (a) Is there a water source on or to the Property? Yes ☐ No ☐
25 ☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other ☐ None

26 (b) If well, state type depth
27 Diameter age

28 Has water ever been tested? Yes ☐ No ☐
29 If "Yes", provide results of such tests in separate documentation.

30 (c) Other water systems & their condition:

31 (d) Is there a rural water certificate? If "Yes", attach copy Yes ☐ No ☐

32 (e) Other applicable information:

33 4. GAS/ELECTRIC.

34 (a) Is there electric service on the Property? Yes ☒ No ☐
35 If "Yes", is there a meter? N/A ☐ Yes ☐ No ☒

36 (b) Is there gas service on the Property? Yes ☐ No ☒
37 If "Yes", what is the source?

38 (c) Are you aware of any additional costs to hook up utilities? Yes ☐ No ☒
39 If "Yes", explain

40 (d) Other applicable information:

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5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:

- (a) 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 ☒
- (b) Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- (c) Any neighbors complaining Property causes drainage problems? Yes ☐ No ☒
- (d) The Property having had a stake survey? If "Yes", attach copy. Yes ☒ No ☐
- (e) Any boundaries of the Property being marked in any way? Yes ☒ No ☐
- (f) Having an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
- (g) Any fencing/gates on the Property? Yes ☐ No ☒
If "Yes", does fencing/gates belong to the Property? Yes ☐ No ☒
- (h) Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
- (i) 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 "Yes", explain _____
- (j) Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- (k) Other applicable information: _____

6. 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 SEWER SYSTEM
If applicable, when last serviced? _____
By whom? _____
- (b) Has Property had any surface or subsurface soil testing related to installation of sewage facility? N/A ☐ Yes ☐ No ☒
If "Yes", attach copy of report. _____
- (c) Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☒
If "Yes", explain: _____

7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.
(Check and complete applicable box(es))

- (a) Are there leasehold interests in the Property? Yes ☐ No ☒
If "Yes", complete the following:
Lessee is: _____
Contact number is: _____
Seller is responsible for: _____
Lessee is responsible for: _____
Split or Rent is: _____
Agreement between Seller and Lessee shall end on or before: _____
☐ Copy of Lease is attached.

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(b) Are there tenant's rights in the property? Yes ☐ No ☒

If "Yes", complete the following:

Tenant/Tenant Farmer is: _____

Contact number is: _____

Seller is responsible for: _____

Tenant/Tenant Farmer is responsible for: _____

Split or Rent is: _____

Agreement between Seller and Tenant shall end on or before: _____

☐ Copy of Agreement is attached.

(c) Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒

If "Yes", explain: _____

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

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

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

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

10. CROPS (planted at time of sale).

☒ Pass with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

11. GOVERNMENT PROGRAMS.

(a) Are you currently participating, or do you intend to participate, in any government farm program? Yes ☐ No ☒

(b) Are you aware of 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 ☒

If any of the answers in this section are "Yes", explain in detail (attach documentation): _____

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

(a) Any underground storage tanks on or near 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 "Yes", what is the location? _____

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

If "Yes", attach a copy of 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 ☒

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- 141 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
 142 in wet areas)? Yes ☐ No ☒
- 143 (f) Any existing hazardous conditions on the Property or adjacent properties (e.g.
 144 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒
- 145 (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
- 146 (h) Any other environmental conditions on the Property or adjacent properties? Yes ☐ No ☒
- 147 (i) Any tests conducted on the Property? Yes ☐ No ☒
- 148 If any of the answers in this section are "Yes", explain in detail (attach documentation): _____
- 149 _____
- 150 _____
- 151 _____

152 **13. OTHER MATTERS. ARE YOU AWARE OF:**

- 153 (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
- 154 (b) Any violation of laws or regulations affecting the Property? Yes ☐ No ☒
- 155 (c) Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 156 (d) Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 157 (e) Any current or future special assessments to the Property? Yes ☐ No ☒
- 158 (f) Any other conditions that may materially and adversely affect the value or
 159 desirability of the Property? Yes ☐ No ☒
- 160 (g) Any other condition that may prevent you from completing the
 161 sale of the Property? Yes ☐ No ☒
- 162 (h) Any burial grounds on the Property? Yes ☐ No ☒
- 163 (i) Any abandoned wells on the Property? Yes ☐ No ☒
- 164 (j) Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
- 165 (k) Any government rule limiting the future use of the Property other than existing
 166 zoning and subdivision regulations? Yes ☐ No ☒
- 167 (l) Any government plans or discussion of public projects that could lead to special
 168 benefit assessment against the Property or any part thereof? Yes ☐ No ☒
- 169 (m) Any unrecorded interests affecting the Property? Yes ☐ No ☒
- 170 (n) Anything that would interfere with passing clear title to the Buyer? Yes ☐ No ☒
- 171 If any of the answers in this section are "Yes", explain in detail (attach documentation): _____
- 172 _____
- 173 _____
- 174 _____

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

176 Electric Company Name: KCP&L Phone # _____

177 Gas Company Name: NIA Phone # _____

178 Water Company Name: Rural Water District 2 Phone # _____

179 _____

180 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
 181 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
 182 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting
 183 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
 184 salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any
 185 information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will
 186 promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER
 187 initial and date any changes and/or any list of additional changes. If attached, # _____ of pages).

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

191 _____
 192 _____
 193 _____
 194 **SELLER** Kimberly B. De'Jany POA W&L

DATE SELLER

DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and 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, 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 the property examined by professional inspectors. Buyer assumes responsibility Property is suitable for their intended use.
4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent 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

IS sewer bond ent. (May 2014) of ~\$250 year
sewer Maintenance is billed as part of property tax
and is also approx \$250/year whether lot is occupied
or not.

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 2013. Last revised 09/12. All previous versions of this document may no longer be valid.

EXPLANATION OF SEWAGE SYSTEM:

There are 2 compartmentalized tanks. One has an effluent pump which pumps out to main line at road. Then the sewage goes to the sewage treatment plant (activated sledge plant aerates the effluent in to a settling tank (unfinished waste) or to the lake (the finished waste which is pure). State of the art designed sewage system. The first one of its kind in Kansas, so it has to pass many critical tests and is still frequently checked to be sure it is working efficiently.