



# 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)

**SELLER:** STANLEY J. BROOKS (ASP) AND KIMBERLY A. BROOKS (ASP)

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

S29, T15, R22, ACRES 19.74, TR BEG 883.4W NE/C NE4 TH S496.5 E128.2 S1153.9 W564 N1653.7 E441.3 TO  
POB LESS RD ROW (TO BE VERIFIED BY TITLE)

Approximate date SELLER purchased Property: 2000 Property is  
currently zoned as Agricultural

## 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. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

## 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. WATER SOURCE.

- a. Is there a water source on or to the Property? ..... Yes ☐ No ☒  
☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other ☒ None
- b. If well, state type \_\_\_\_\_ depth \_\_\_\_\_  
 1. Diameter \_\_\_\_\_ age \_\_\_\_\_  
 2. Has water ever been tested? ..... Yes ☐ No ☐
- c. Other water systems & their condition: \_\_\_\_\_
- d. Is there a water meter on the Property? ..... Yes ☐ No ☒
- e. Is there a rural water certificate? ..... Yes ☐ No ☐
- f. Other applicable information: \_\_\_\_\_

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

## 4. GAS/ELECTRIC.

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

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

**SYB**  
05/11/18  
SELLER

**KMB**  
05/14/18  
SELLER

Initials

Initials

**BUYER** **BUYER**

**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? ..... 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 ☒
- j. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes ☒ No ☐
- k. Other applicable information: \_\_\_\_\_ Dead trees from age & storms

If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty information and other documentation:

**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 \_\_\_\_\_  
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 ☒
- c. Are you aware of any problems relating to the sewage facilities? ..... Yes ☐ No ☒

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

**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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05/14/18  
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**BUYER**

**BUYER**

- 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 or 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 ☒
- 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 ☒

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05/11/18  
SELLER

**KRB**  
05/14/18  
SELLER

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**BUYER**

**BUYER**

- 153 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? ..... Yes ☐ No ☒
- 154 h. Any other environmental conditions on the Property or adjacent properties? ..... Yes ☐ No ☒
- 155 i. Any tests conducted on the Property? ..... Yes ☐ No ☒
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157 If any of the answers in this section are "Yes" (except b), explain in detail or attach documentation:

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

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

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

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

188 Electric Company Name: KCPL Phone # \_\_\_\_\_

189 Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

190 Water Company Name: RURAL WATER DISTRICT #7 Phone # 913-856-7375

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192 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing

193 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a

194 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this

195 information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will**

196 **promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes**

197 **prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in**

198 **writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional**

199 **changes. If attached, # \_\_\_\_\_ of pages).**

192 **SYB**  
05/11/18  
SELLER

193 **KKB**  
05/14/18  
SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

BUYER BUYER

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.

*Stanley J. Brooks*

dotloop verified  
05/11/18 5:06PM CDT  
OQYZ-PMEH-ABF2-8EEU

SELLER

DATE

*KIMBERLY A. BROOKS*

dotloop verified  
05/14/18 11:15AM CDT

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(s) (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(s) 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(s) 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. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.



## EASEMENT CONVEYANCE

THIS EASEMENT, Made this 14<sup>TH</sup> day of MARCH, 19 74, by and between  
William W. Jennings and Donaleen B. Jennings, husband and wife

part 128 of the first part, and KANSAS CITY POWER & LIGHT COMPANY, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, party of the second part.

## WITNESSETH:

The part 128 of the first part, grantor B, in consideration of the sum of Ten and no/100 dollars, and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the party of the second part, grantee, its successors and assigns, the perpetual right to enter and erect, construct, and maintain poles, towers, wires, anchors, underground conduit, and appurtenances thereto, for the transmission and conveyance of electric energy over, along, under and across the following described land in the County of \_\_\_\_\_

Miami and State of Kansas, viz:

A tract of land two hundred sixty (260) feet in width the center line of which is described as follows: Beginning on the North line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 29, Township 15, Range 22, Miami County, Kansas, at a point eleven hundred sixty-three (1163) feet West of the East line, thence Southerly to a point on the South line of said Quarter Section, said point being eleven hundred fifty (1158) feet West of the East line of said Quarter Section.

It is further stipulated and agreed that the outer boundaries of the above described two hundred sixty (260) foot tract shall begin and terminate on the same property lines as the above described center line.

The grantee shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, patrol, rebuild, and repair its lines, together with the right to replace, renew, and relocate upon, over or under its right of way all poles, towers, wires, anchors, underground conduit, and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. The grantee may erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines. Grantee may trim and/or cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and/or cut and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgement such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees by bulldozing. All logs, limbs and brush shall be burned or removed by the grantee. Grantee shall have the right to control by chemicals all weeds, tress, and brush along above described lands provided same is not being utilized for growing crops. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The grantor B, their heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no buildings shall be constructed on the said right of way.

The grantee, its successors or assigns, agrees to pay for any reasonable permanent damage caused to land, growing crops, fences, livestock, machinery or other personal property of grantor B, from the construction, operation or maintenance of said lines.

In the event grantee shall fail to begin construction upon the right of way granted hereby within 15 years from the date hereof all rights hereunder shall cease.

This easement conveyance shall run with the land and shall be binding upon the grantor B, their heirs, successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereto belonging or in any wise appurtenant, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

In Testimony Whereof, W.W. have hereunto set their hand B and seal B the day and year above written.

William W. Jennings  
 William W. Jennings

Donaleen B. Jennings  
 Donaleen B. Jennings

ACKNOWLEDGMENT

State of Oklahoma }  
County of Key } ss.

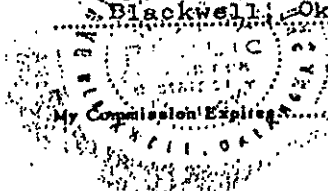
On this 15th day of March, 1974, before me, a Notary Public,  
personally appeared William W. Jennings and Donaleen B. Jennings, husband  
and wife and

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed  
the same as their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal at my office in Blackwell, Oklahoma, the day and year last above written.

Notary Public, Daniel C. McClung  
County of Key State of Oklahoma

My Commission Expires June 6, 1974



EASEMENT CONVEYANCE

FROM Wm. W. Jennings

TO-KANSAS CITY POWER & LIGHT COMPANY  
1330 Baltimore, Kansas City, Missouri

Address

Sec. 29 Twp. 15 Range 22

County of McCurtain

# 165

Filed for record this 19 day

of March A.D. 1974

at 10 o'clock 02 minutes A

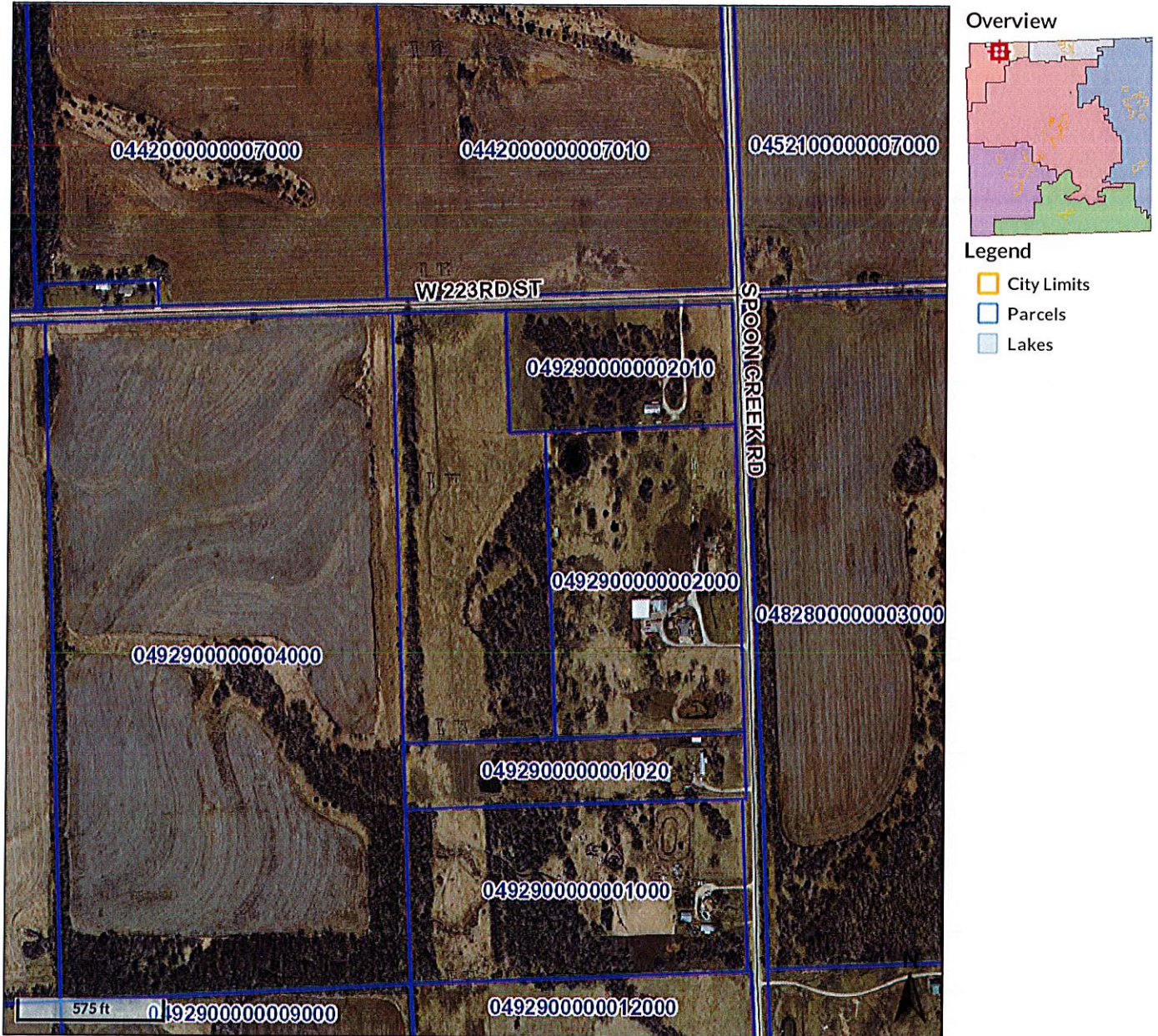
Recorded in Book 245 at Page 226

By Walter D. Russell  
Recorder

Deputy

Recorder's Fee, 4.00

84679-KC 9th 6/1/74



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