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Monday, December 17, 2018 4:44 PM



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

1 SELLER: JEB Investment Group Inc

2 PROPERTY: 1109 Thomas Road, Pomona, KS 66076

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.

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? 1943 How long have you owned? 2-26-05
Does SELLER currently occupy the Property? 75 yrs Yes ☐ No ☒
If "No", how long has it been since SELLER occupied the Property? N/A years/months

4. 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 ☒
- b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒
- 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 ☒
- d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- e. Any flood insurance premiums that you pay? Yes ☐ No ☒
- f. Any need for flood insurance on the Property? Yes ☐ No ☒
- g. Any boundaries of the Property being marked in any way? ? Yes ☐ No ☐
- h. The Property having had a stake survey? Yes ☐ No ☐
- i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
- j. Any fencing on the Property? Yes ☒ No ☐
If "Yes", does fencing belong to the Property? N/A Yes ☒ No ☐
- k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒
- m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒

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




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- 46 5. ROOF. 7-8-15
- 47 a. Approximate Age: 3 years ☐ Unknown Type: Asphalt
- 48 b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
- 49 If "Yes", what was the date of the occurrence?
- 50 c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
- 51 Date of and company performing such repairs /
- 52 d. Has there been any roof replacement? Yes ☒ No ☐
- 53 If "Yes", was it: ☒ Complete or ☐ Partial
- 54 e. What is the number of layers currently in place? 1 layers or ☐ Unknown.
- 55

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

57 documentation:

58

59

60

- 61 6. INFESTATION. ARE YOU AWARE OF:
- 62 a. Any termites, wood destroying insects, or other pests on the Property? Yes ☐ No ☒
- 63 b. Any damage to the Property by termites, wood destroying insects or other
- 64 pests? Yes ☐ No ☒
- 65 c. Any termite, wood destroying insects or other pest control treatments on the
- 66 Property in the last five (5) years? Yes ☐ No ☒
- 67 If "Yes", list company, when and where treated
- 68 d. Any current warranty, bait stations or other treatment coverage by a licensed
- 69 pest control company on the Property? Yes ☐ No ☒
- 70 If "Yes", the annual cost of service renewal is \$ _____ and the time
- 71 remaining on the service contract is
- 72 (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is
- 73 subject to removal by the treatment company if annual service fee is not paid.
- 74

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

76 documentation:

77

78

79

80 7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.

81 ARE YOU AWARE OF:

- 82 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 83 crawl space or slab? Yes ☐ No ☒
- 84 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 85 crawl space, basement floor or garage? Yes ☐ No ☒
- 86 c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- 87 d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- 88 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- 89 f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- 90 g. Any problems with fireplace including, but not limited to firebox, chimney,
- 91 chimney cap and/or gas line? Yes ☐ No ☒
- 92 Date of any repairs, inspection(s) or cleaning?
- 93 Date of last use?
- 94 h. Does the Property have a sump pump? Yes ☒ No ☐
- 95 If "Yes", location:
- 96 i. Any repairs or other attempts to control the cause or effect of any problem described above?..... Yes ☐ No ☒
- 97

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

99 documentation:

100

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

103 a. Are you aware of any additions, structural changes, or other material alterations to

104 the Property? Yes ☐ No ☒

105 If "Yes", explain in detail: _____

106

107 b. If "Yes", were all necessary permits and approvals obtained, and was all work in

108 compliance with building codes? N/A ☒ Yes ☐ No ☐

109 If "No", explain in detail: _____

110

111

112 **9. PLUMBING RELATED ITEMS.**

113 a. What is the drinking water source? ☐ Public ☐ Private ☒ Well ☐ Cistern

114 If well water, state type 2 depth ?

115 diameter ? age ?

116 b. If the drinking water source is a well, when was the water last checked for

117 safety and what was the result of the test? Never Tested

118 c. Is there a water softener on the Property? Yes ☐ No ☒

119 If "Yes", is it: ☐ Leased ☐ Owned?

120 d. Is there a water purifier system? Yes ☐ No ☒

121 If "Yes", is it: ☐ Leased ☐ Owned?

122 e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer

123 ☒ Septic System ☐ Cesspool ☐ Lagoon ☐ Other

124 f. The location of the sewer line clean out trap is: North Side of House

125 g. Is there a sewage pump on the septic system? N/A ☐ Yes ☐ No ☒

126 h. Is there a grinder pump system? Yes ☐ No ☒

127 i. If there is a privately owned system, when was the septic tank, cesspool, or sewage

128 system last serviced? 6/15 By whom? D&S Sanitation

129 j. Is there a sprinkler system? Yes ☐ No ☒

130 Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐

131 If "No", explain in detail: _____

132 k. Are you aware of any leaks, backups, or other problems relating to any of the,

133 plumbing, water, and sewage related systems? Yes ☐ No ☒

134 l. Type of plumbing material currently used in the Property:

135 ☒ Copper ☒ Galvanized ☒ PVC ☐ PEX ☐ Other

136 The location of the main water shut-off is: BASEMENT

137 m. Is there a back flow prevention device on the lawn sprinkling system,

138 sewer or pool? N/A ☒ Yes ☐ No ☐

139

140 If your answer to (k) in this section is "Yes", explain in detail or attach available

141 documentation: _____

142

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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. 1-15 ALL SEASONS
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. 1-15 ALL SEASONS
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.
2.
e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail:

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:
c. Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail:

12. 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 testing for any of the above-listed items on the Property? Yes ☐ No ☒
e. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☒
f. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
g. Any other environmental issues? Yes ☐ No ☒
h. 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.)

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

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- 196 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 197 a. Any current/pending bonds, assessments, or special taxes that
- 198 apply to Property? Yes ☐ No ☒
- 199 If "Yes", what is the amount? \$ _____
- 200 b. Any condition or proposed change in your neighborhood or surrounding
- 201 area or having received any notice of such? Yes ☐ No ☒
- 202 c. Any defect, damage, proposed change or problem with any
- 203 common elements or common areas? Yes ☐ No ☒
- 204 d. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- 205 e. Any streets that are privately owned? Yes ☐ No ☒
- 206 f. The Property being in a historic, conservation or special review district that
- 207 requires any alterations or improvements to the Property be approved by a
- 208 board or commission? Yes ☐ No ☒
- 209 g. The Property being subject to tax abatement? Yes ☐ No ☒
- 210 h. The Property being subject to a right of first refusal? Yes ☐ No ☒
- 211 If "Yes", number of days required for notice: _____
- 212 i. The Property being subject to covenants, conditions, and restrictions of a
- 213 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 214 j. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- 215 k. The Homeowner's Association imposing its own transfer fee and/or
- 216 initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
- 217 If "Yes", what is the amount? \$ _____
- 218
- 219 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
- 220 payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____, and such
- 221 includes: _____
- 222 Homeowner's Association/Management Company contact name, phone number, website, or email address: _____
- 223 _____
- 224 _____
- 225 _____
- 226
- 227 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other
- 228 documentation: _____
- 229 _____
- 230
- 231 **14. PREVIOUS INSPECTION REPORTS.**
- 232 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 233 If "Yes", a copy of inspection report(s) are available upon request.
- 234
- 235 **15. OTHER MATTERS. ARE YOU AWARE OF:**
- 236 a. Any of the following?
- 237 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 238 b. Any fire damage to the Property? Yes ☐ No ☒
- 239 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 240 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 241 e. Any other conditions that may materially affect the value
- 242 or desirability of the Property? Yes ☐ No ☒
- 243 f. Any other condition, including but not limited to financial, that may prevent
- 244 you from completing the sale of the Property? Yes ☐ No ☒
- 245 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 246 h. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
- 247 List locks without keys _____
- 248 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 249 j. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- 250 k. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

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- 251 l. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 252 m. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 253 n. Any added insulation since you have owned the Property? Yes ☒ No ☐
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? Yes ☐ No ☒
- 256 p. Any transferable warranties on the Property or any of its
- 257 components? Yes ☐ No ☒
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? Yes ☒ No ☐
- 260 If "Yes", were repairs from claim(s) completed?..... N/A ☐ Yes ☒ No ☐
- 261 r. Any use of synthetic stucco on the Property? Yes ☐ No ☒
- 262

263 If any of the answers in this section are "Yes", explain in detail: _____

264 Hail Damage - New Roof

265

266

267

268 16. UTILITIES. Identify the name and phone number for utilities listed below.

269 Electric Company Name: KCP&L Phone # 881-471-5275

270 Gas Company Name: _____ Phone # _____

271 Water Company Name: Rura Water #5 Phone # 785-748-0019

272 Trash Company Name: _____ Phone # _____

273 Other: _____ Phone # _____

274 Other: _____ Phone # _____

275

276 17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

277 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

278 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

279 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

280 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

281 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

282 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

283 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

284 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property

285 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

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

287 including, but not limited to:

288

289 Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
290 Fences	Mounted entertainment brackets	(if attached)
291 Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
292 glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
293 Floor coverings (if attached)		and mounting components

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- 294 **Fill in all blanks using one of the abbreviations listed below.**
 295 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 296 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 297 Condition.
 298 "NA" = Not applicable (any item not present).
 299 "NS" = Not staying with the Property (item should be identified as "NS" below.)

300
 301
 302 Air Conditioning Window Units, # _____
 303 OS Air Conditioning Central System
 304 Attic Fan
 305 OS Ceiling Fan(s), # _____
 306 Central Vac and Attachments
 307 Doorbell
 308 Electric Air Cleaner or Purifier
 309 Exhaust Fan(s) – Baths
 310 Fences – Invisible & Controls
 311 Fireplace(s), # 1
 312 Location #1 LR Location #2 _____
 313 Chimney _____ Chimney _____
 314 Gas Logs _____ Gas Logs _____
 315 Gas Starter _____ Gas Starter _____
 316 Heat Re-circulator _____ Heat Re-circulator _____
 317 Insert _____ Insert _____
 318 Wood Burning Stove _____ Wood Burning Stove _____
 319 Other _____ Other _____
 320 Fountain(s)
 321 OS Furnace/Heat Pump/Other Htg System
 322 Garage Door Keyless Entry
 323 Garage Door Opener(s), # _____
 324 Garage Door Transmitter(s), # _____
 325 Gas Yard Light
 326 Humidifier
 327 Intercom
 328 Jetted Tub
 329 KITCHEN APPLIANCES
 330 Cooking Unit
 331 _____Cooktop _____Elec. _____Gas
 332 _____Microwave Oven
 333 _____Oven
 334 _____Elec. _____Gas _____Convection
 335 OS Stove/Range
 336 _____Elec. X Gas _____Convection
 337 OS Dishwasher
 338 Disposal
 339 Freezer
 340 Location _____
 341 Ice maker
 342 OS Refrigerator (#1)
 343 Location Kitchen
 344 Refrigerator (#2)
 345 Location _____
 346 Trash Compactor

_____Laundry - Washer
 _____Laundry - Dryer
 _____Elec. _____Gas
 MOUNTED ENTERTAINMENT EQUIPMENT
 _____Item #1 _____
 _____Location _____
 _____Item #2 _____
 _____Location _____
 _____Item #3 _____
 _____Location _____
 _____Item #4 _____
 _____Location _____
 _____Outside Cooking Unit _____Playset
 _____Playset
 OS Propane Tank
 _____X Own _____Leased
 _____Security System
 _____Owned _____Leased
 _____Shed
 _____Smoke/Fire Detector(s), # _____
 _____Spa/Hot Tub
 _____Spa/Sauna
 _____Spa Equipment
 _____Sprinkler System Auto Timer
 _____Sprinkler System Back Flow Valve
 _____Sprinkler System (Components & Controls)
 _____Statuary/Yard Art
 OS Sump Pump
 _____Swimming Pool
 _____Swimming Pool Heater
 _____Swimming Pool Equipment
 _____TV Antenna/Receiver/Satellite Dish
 _____Owned _____Leased
 OS Water Heater
 _____Water Softener and/or Purifier
 _____Owned _____Leased
 _____Other _____
 _____Other _____
 _____Other _____
 _____Other _____
 _____Other _____
 _____Other _____
 _____Other _____
 _____Other _____

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

354 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
 355 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
 356 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
 357 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
 358 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
 359 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
 360 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
 361 **of pages).**
 362 _____

363 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
 364 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 365 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 366 _____
 367 _____

368
 369 
 370 
 371 **SELLER** **DATE**

368
 369 
 370 
 371 **SELLER** **DATE**

372 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

372 
 373 
 374 **BUYER** **DATE**

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

387 _____
 388 **BUYER** **DATE**

387 _____
 388 **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.



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:** JEB Investment Group Inc

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
4 described below) S22, T15, R18E, ACRES 160.1, W2 NW4 & W2 SW4 LESS ROW

5
6
7
8 Approximate date SELLER purchased Property: 2-26-05 13 years Property is
9 currently zoned as

10
11 **1. NOTICE TO SELLER.**

12 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets
13 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any
14 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in
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20 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by
21 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 1. Diameter _____ age _____
28 2. Has water ever been tested? Yes ☐ No ☒
29 c. Other water systems & their condition: _____
30 d. Is there a water meter on the Property? Yes ☒ No ☐
31 e. Is there a rural water certificate? ?? Yes ☐ No ☐
32 f. Other applicable information: _____
33 _____
34 _____

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

36
37
38
39 **4. GAS/ELECTRIC.**

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

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

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

67

68 If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty

69 information and other documentation: _____

70

71

72

73 **6. SEWAGE.**

- 74 a. Does the Property have any sewage facilities on or connected to it? Yes ☒ No ☐
- 75 If "Yes", are they:
- 76 ☐ Public Sewer ☐ Private Sewer ☒ Septic System ☐ Cesspool
- 77 ☐ Lagoon ☐ Grinder Pump ☐ Other _____
- 78 If applicable, when last serviced? 6/15
- 79 By whom? DES Sanitation
- 80 b. Has Property had any surface or subsurface soil testing related to
- 81 installation of sewage facility? N/A ☐ Yes ☒ No ☐
- 82 c. Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☒

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

84 other documentation: _____

85

86

87

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

89 (Check and complete applicable box(es))

- 90 a. Are there leasehold interests in the Property? Yes ☐ No ☒
- 91 If "Yes", complete the following:
- 92 Lessee is: _____
- 93 Contact number is: _____
- 94 Seller is responsible for: _____
- 95 Lessee is responsible for: _____
- 96 Split or Rent is: _____
- 97 Agreement between Seller and Lessee shall end on or before: _____
- 98 ☐ Copy of Lease is attached.

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- 99 b. Are there tenant's rights in the property? Yes ☐ No ☒
- 100 If "Yes", complete the following:
- 101 Tenant/Tenant Farmer is: _____
- 102 Contact number is: _____
- 103 Seller is responsible for: _____
- 104 Tenant/Tenant Farmer is responsible for: _____
- 105 Split or Rent is: _____
- 106 Agreement between Seller and Tenant shall end on or before: _____
- 107 ☐ Copy of Agreement is attached.
- 108 c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒
- 109 If "Yes", explain: _____
- 110 _____
- 111 _____
- 112 8. MINERAL RIGHTS (unless superseded by local, state or federal laws).
- 113 ☒ Pass unencumbered with the land to the Buyer.
- 114 ☐ Remain with the Seller.
- 115 ☐ Have been previously assigned as follows: _____
- 116 _____
- 117 _____
- 118 9. WATER RIGHTS (unless superseded by local, state or federal laws).
- 119 ☒ Pass unencumbered with the land to the Buyer.
- 120 ☐ Remain with the Seller.
- 121 ☐ Have been previously assigned as follows: _____
- 122 _____
- 123 _____
- 124 10. CROPS (planted at time of sale).
- 125 ☒ Pass with the land to the Buyer.
- 126 ☐ Remain with the Seller.
- 127 ☐ Have been previously assigned as follows: _____
- 128 _____
- 129 _____
- 130 11. GOVERNMENT PROGRAMS.
- 131 a. Are you currently participating, or do you intend to participate, in any government
- 132 farm program? Yes ☐ No ☒
- 133 b. Are you aware of any interest in all or part of the Property that has been reserved
- 134 by previous owner or government action to benefit any other property? Yes ☐ No ☒
- 135 _____
- 136 If any of the answers in this section are "Yes", explain in detail or attach documentation:
- 137 _____
- 138 _____
- 139 _____
- 140 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:
- 141 a. Any underground storage tanks on or near Property? Yes ☐ No ☒
- 142 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
- 143 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☒
- 144 If "Yes", what is the location? _____
- 145 c. Any previous environmental reports. (e.g., Phase 1 Environmental reports)? Yes ☐ No ☒
- 146 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
- 147 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
- 148 insulation on the Property or adjacent property? Yes ☐ No ☒
- 149 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
- 150 in wet areas)? Yes ☐ No ☒
- 151 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
- 152 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒

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- 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 ☒

156
157 If any of the answers in this section are "Yes" (except b), explain in detail or attach documentation:

158
159
160

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:

184
185
186

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

188 Electric Company Name: KCPL Phone # 881-471-5275

189 Gas Company Name: _____ Phone # _____

190 Water Company Name: Rural Water #5 Phone # 785-748-0019

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

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

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

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

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

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

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

198 changes. If attached, # _____ of pages).

199

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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.

<div>Robert Howell</div> <div>dotloop verified 12/14/18 12:53 PM CST KPKS-EQJ3-Z3Q5-U2VQ</div>	<div>Harold Bessette</div> <div>dotloop verified 12/14/18 1:09 PM CST LSUC-YUN8-UPKC-YNZT</div>
SELLER	SELLER
DATE	DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

<div>John Griffin</div> <div>dotloop verified 12/14/18 1:38 PM CST M3AG-QSJ2-V0JG-5F0E</div>
--

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.

<div></div>	<div></div>
BUYER	BUYER
DATE	DATE

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RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** _____ JEB Investment Group Inc

2
3 **BUYER:** _____

4
5 **PROPERTY:** _____ 1109 Thomas Road, Pomona, KS 66076

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, if needed, for purposes of this inspection will be paid by:
24 **(Check One)** ☐ SELLER ☒ BUYER.

25
26 The cost of pumping the septic tank, 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  dotloop verified 12/14/18 12:53 PM CST
35  BDT5-MXJL-9EGG-QC6H
36 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

37
38  dotloop verified 12/14/18 1:09 PM CST
39  ZBMR-3FMZ-PUCX-VVPD
40 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

 dotloop verified 12/14/18 1:38 PM CST
GV7T-BJNC-ZLW1-TLEL

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LEAD BASED PAINT DISCLOSURE ADDENDUM



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

1 **SELLER:** JEB Investment Group Inc
2
3 **PROPERTY:** 1109 Thomas Road, Pomona, KS 66076
4



Lead Warning Statement:

5
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

Seller's Disclosure (Initial applicable lines)



16
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

Buyer's Acknowledgment (Initial applicable lines)

31
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. MS 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				
54	<div>Robert Howell</div>	<div>dotloop verified 12/14/18 12:53 PM CST DZKH-1YMK-EXXV-LUXP</div>		
55	SELLER	DATE	BUYER	DATE
56	<div>Harold Bessette</div>	<div>dotloop verified 12/14/18 1:09 PM CST QWEG-FZ7T-J65T-OD7G</div>		
57				
58	<div>John Griffin</div>	<div>dotloop verified 12/14/18 1:38 PM CST OUZX-ATHF-FRGG-CWUO</div>		
59	SELLER	DATE	BUYER	DATE
60				
61	<div>Arnon M. Speier</div>	<div>dotloop verified 12/11/18 11:27 AM CST</div>		
62	LICENSEE ASSISTING SELLER	DATE	LICENSEE ASSISTING BUYER	DATE
63				

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