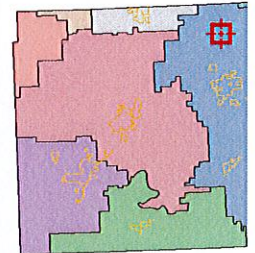









Overview



Legend

-  City Limits
-  Centerlines
-  Parcels
-  Lakes
- Flood Zones**
  -  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
  -  A
  -  AE

Parcel ID= 0193100000010010  
 Acres= 4.9832110900000002

Date created: 7/9/2020  
 Last Data Uploaded: 7/9/2020 7:15:00 AM

Developed by  **Schneider**  
 GEOSPATIAL



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

**SELLER:**

John Holm and Denise A. Holm (AMC)

**PROPERTY:**

8420 West 239th Street, Bucyrus, KS 66013

**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? 2000 How long have you owned? 20 years

Does SELLER currently occupy the Property? Yes ☒ No ☐

If "No", how long has it been since SELLER occupied the Property? years/months

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

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

- a. Any fill or expansive soil on the Property? Yes ☐ No ☒
- 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:

Stake survey in 1999 upon purchase

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6. ROOF.

- a. Approximate Age: 2014 years ☐ Unknown Type: 2014 asphalt shingle.
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes ☐ No ☒  
If "Yes", what was the date of the occurrence? .....
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes ☒ No ☐  
Date of and company performing such repairs 1 .....
- d. Has there been any roof replacement? ..... Yes ☒ No ☐  
If "Yes", was it: ☒ Complete or ☐ Partial
- e. What is the number of layers currently in place? 1 layers or ☐ Unknown.

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

Roof replaced 2014 Larry Vogt Roofing

7. INFESTATION. ARE YOU AWARE OF:

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

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

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes ☐ No ☒
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Minor Yes ☒ No ☒
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes ☐ No ☒
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes ☐ No ☒
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes ☐ No ☒
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... Yes ☐ No ☒  
Date of any repairs, inspection(s) or cleaning? .....  
Date of last use? 03/01/2020. New pellet stove fall 2019
- h. Does the Property have a sump pump? ..... Yes ☒ No ☐  
If "Yes", location: Ne corner of basement + Garage
- 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 or attach all warranty information and other documentation:

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9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes ☒ No ☐  
If "Yes", explain in detail: ..... New living room addition 2006
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A ☐ Yes ☒ No ☐  
If "No", explain in detail: .....

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern  
If well water, state type ..... depth .....  
diameter ..... age .....
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? .....
- c. Is there a water softener on the Property? ..... Yes ☒ No ☐  
If "Yes", is it: ☐ Leased ☒ Owned?
- d. Is there a water purifier system? ..... Yes ☒ No ☐  
If "Yes", is it: ☐ Leased ☒ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer  
☒ Septic System ☐ Cesspool ☐ Lagoon ☐ Other .....
- f. The location of the sewer line clean out trap is: ..... Basement
- g. Is there a sewage pump on the septic system? ..... N/A ☐ Yes ☐ No ☒
- h. Is there a grinder pump system? ..... Yes ☒ No ☐
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? 2017 By whom? Bills Septic
- j. Is there a sprinkler system? ..... Yes ☐ No ☒  
Does sprinkler system cover full yard and landscaped areas? ..... N/A ☐ Yes ☐ No ☒  
If "No", explain in detail: .....
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? ..... Yes ☐ No ☒
- l. Type of plumbing material currently used in the Property:  
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other .....  
The location of the main water shut-off is: ..... Se corner of basement
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A ☐ Yes ☐ No ☒

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

Water purification under kitchen sink

  
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# 11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? ..... Yes ☒ No ☐  
☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. Geothermal 10 yrs ✓ Basement June 2020 Lancaster  
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. Geothermal 10 yrs ✓ Basement June 2020 Lancaster  
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. Geothermal 2 yrs old X June 2020 Lancaster  
2. Hot water heater for home ✓  
e. Are you aware of any problems regarding these items? ..... Yes ☐ No ☒  
If "Yes", explain in detail:

Heat and air are geothermal Water Furnace installed 2009. Serviced every Fall and Spring

# 12. ELECTRICAL SYSTEM.

- a. Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown  
b. Type of electrical panel(s): ☒ Breaker ☐ Fuse  
Location of electrical panel(s): East wall of basement  
Size of electrical panel (total amps), if known: 400  
c. Are you aware of any problem with the electrical system? ..... Yes ☐ No ☒  
If "Yes", explain in detail:

# 13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

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

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

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**14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- a. The Property located outside of city limits? ..... Yes ☒ No ☐
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes ☐ No ☒  
If "Yes", what is the amount? \$ \_\_\_\_\_
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ..... Yes ☐ No ☒
- d. Any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes ☐ No ☒
- e. Any condition or claim which may result in any change to assessments or fees? ..... Yes ☐ No ☒
- f. Any streets that are privately owned? ..... Yes ☐ No ☒
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ..... Yes ☐ No ☒
- h. The Property being subject to tax abatement? ..... Yes ☐ No ☒
- i. The Property being subject to a right of first refusal? ..... Yes ☐ No ☒  
If "Yes", number of days required for notice: \_\_\_\_\_
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes ☐ No ☒
- k. Any violations of such covenants and restrictions? ..... N/A ☐ Yes ☐ No ☒
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? ..... N/A ☐ Yes ☐ No ☒  
If "Yes", what is the amount? \$ \_\_\_\_\_

Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to \_\_\_\_\_ and such incl

Homeowner's Association/Management Company contact name, phone number, website, or email address:

If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation: \_\_\_\_\_

**15. PREVIOUS INSPECTION REPORTS.**

- Has Property been inspected in the last twelve (12) months? ..... Yes ☐ No ☒  
If "Yes", a copy of inspection report(s) are available upon request.

**16. OTHER MATTERS. ARE YOU AWARE OF:**

- a. Any of the following?  
☐ Party walls ☐ Common areas ☐ Easement Driveways ..... Yes ☐ No ☒
- b. Any fire damage to the Property? ..... Yes ☐ No ☒
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? ..... Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? ..... Yes ☐ No ☒
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes ☐ No ☒
- g. Any animals or pets residing in the Property during your ownership? ..... Yes ☒ No ☐
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes ☐ No ☒
- i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes ☐ No ☒  
List locks without keys \_\_\_\_\_
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes ☐ No ☒
- k. Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- l. Anything that would interfere with giving clear title to the BUYER? ..... Yes ☐ No ☒

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

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

Oven 2017  
Dishwasher 2017  
Insurance claim due to blocked septic line 2017

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

Electric Company Name:	Every	Phone #
Gas Company Name:	N/a	Phone #
Water Company Name:	Rural water #2	Phone #
Trash Company Name:	Gardner Disposal	Phone #
Other:	Go Brolly Internet dish	Phone #
Other:	Dish Network TV	Phone #

**18. ELECTRONIC SYSTEMS AND COMPONENTS.**

Any technology or systems staying with the property? ..... N/A ☐ Yes ☒ No ☐  
If "Yes" list:

Weather Station stays  
underground invisible dog fence with 2 collars stays

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

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

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

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

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

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

316 **"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**

317 **Condition.**

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

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

320

321

322        Air Conditioning Window Units, #       

323 OS Air Conditioning Central System       

324        Attic Fan

325 OS Ceiling Fan(s), #       

326 OS Central Vac and Attachments

327 OS Closet Systems

328        Location       

329 OS Doorbell

330        Electric Air Cleaner or Purifier

331        Electric Car Charging Equipment

332 OS Exhaust Fan(s) – Baths

333 OS Fences – Invisible & Controls

334        Fireplace(s), # Pellet Stove

335        Location #1        Location #2       

336        Chimney        Chimney

337        Gas Logs        Gas Logs

338        Gas Starter        Gas Starter

339        Heat Re-circulator        Heat Re-circulator

340        Insert        Insert

341        Wood Burning Stove        Wood Burning Stove

342        Other        Other

343        Fountain(s)

344 OS Furnace/Heat Pump/Other Heating System

345 EX Garage Door Keyless Entry

346 OS Garage Door Opener(s), #       

347 OS Garage Door Transmitter(s), # 2

348        Gas Yard Light

349 OS Humidifier

350        Intercom

351 OS Jetted Tub

352 **KITCHEN APPLIANCES**

353        Cooking Unit

354 OS Cooktop ✓ Elec.        Gas

355        Microwave Oven

356 OS Oven

357 ✓ Elec.        Gas        Convection

358        Stove/Range

359        Elec.        Gas        Convection

360 OS Dishwasher

361 OS Disposal

362        Freezer

363        Location       

364        Ice maker

365 OS Refrigerator (#1)

366        Location Kitchen

367        Refrigerator (#2)

368        Location       

369        Trash Compactor

NS Laundry - Washer

NS Laundry - Dryer

       Elec.        Gas

**MOUNTED ENTERTAINMENT EQUIPMENT**

       Item #1       

       Location       

       Item #2       

       Location       

       Item #3       

       Location       

       Item #4       

       Location       

       Item #5       

       Location       

       Outside Cooking Unit

       Propane Tank

       Owned        Leased

       Security System

       Owned        Leased

OS Smoke/Fire Detector(s), # 6

       Shed

✓ Spa/Hot Tub

       Spa/Sauna

       Spa Equipment

       Sprinkler System Auto Timer

       Sprinkler System Back Flow Valve

       Sprinkler System (Components & Controls)

       Statuary/Yard Art

       Playset

OS Sump Pump

       Swimming Pool (Swimming Pool Rider Attached)

       Swimming Pool Heater

       Swimming Pool Equipment

OS TV Antenna/Receiver/Satellite Dish

       Owned ✓ Leased

OS Water Heater(s)

OS Water Softener and/or Purifier

✓ Owned        Leased

       Other       

       Other       

       Other       

       Other       

       Other       

       Other       

       Other       

       Other       

       Other       

       Other       

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**Initials**

**Initials**

**BUYER | BUYER**



Disclose any material information and describe any significant repairs, improvements or alterations to the 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, to the best of their knowledge, 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 the Licensee assisting SELLER 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. (SELLER and BUYER 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.**

*Denise Holm*

dotloop verified  
07/07/20 9:24 PM CDT  
BPKQ-9LU9-DA9Z-RHSP

SELLER

DATE

*Colm Holm*

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 Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of 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

<i>Colm Holm</i>
------------------

BUYER

DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.



# 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:** John Holm and Denise A. Holm (AMC)

**LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or described below) TR. beg 660.24E SW/C SW4 TH E330, N660, S660 To POB LESS RD ROW

Approximate date SELLER purchased Property: . Property is currently zoned as .

## 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.

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## 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: \_\_\_\_\_

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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? ..... 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: \_\_\_\_\_

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:

Soil test upon building 1999

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 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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Notary Public

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

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

**13. 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. 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 abandoned wells on the Property? ..... Yes ☐ No ☒
- j. Any public authority contemplating condemnation proceedings? ..... Yes ☐ No ☒
- k. Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? ..... Yes ☐ No ☒
- l. Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? ..... Yes ☐ No ☒
- m. Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- n. Anything that would interfere with passing clear title to the Buyer? ..... Yes ☐ No ☒
- o. The Property being subject to a right of first refusal? ..... Yes ☐ No ☒
- If "Yes", number of days required for notice: \_\_\_\_\_

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

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

Electric Company Name: Evergy Phone # \_\_\_\_\_

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

Water Company Name: Rural water #2 Phone # \_\_\_\_\_

Other: \_\_\_\_\_ Phone # \_\_\_\_\_

**15. ELECTRONIC SYSTEMS AND COMPONENTS.**

Any technology or systems staying with the property? ..... N/A ☐ Yes ☒ No ☐

If "Yes" list:



Weather station  
underground electric dog fence with 2 dollar S

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

The undersigned SELLER represents, to the best of their knowledge, 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 Licensee assisting SELLER 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. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If attached, # \_\_\_\_\_ of pages).**

   
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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.

	7-10-20		
SELLER	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(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 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.

AREA	IMPROVEMENT	YEAR
<b>Outside</b>	Electronic dog fence	
	Patio stamp and color	
	Concrete driveway	2019
	\$25,000	
	Irrigation Well with 3 pump faucets self draining 1 city water	
	New paint	2016
	New roof	2013
	1acre already fenced with farm gate	
<b>Family room</b>	Stained bookshelves	2019
	Pellet stove \$6,000	November 2019
	East windows	2018
	Central vac	
<b>Mud room</b>	New vinyl floor	2016
	Stained cabinets	2019
<b>Kitchen</b>	Stained cabinets	2019
	Induction cooktop	2018
	Oven	2017
	Dishwasher	2016
<b>Living room/office</b>	New carpet	2018
	Stained bookshelves	2019

Master bedroom	New carpet	2018
Master bathroom	Heated tile floor	
	Shower	
	Custom tile	
	Hairdryer garage	
Hall bathroom	Custom tile	
Hallway	New carpet	
	Geothermal heating and cooling	2008
	Hot water heaters 2	2019 both
	Weather station	
	Dust control applied on road front property line	
	1 Outside waterfaucet hot cold softened water	



## RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** \_\_\_\_\_ John Holm and Denise A. Holm

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

4  
5 **PROPERTY:** \_\_\_\_\_ 8420 West 239th Street, Bucyrus, KS 66013

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

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

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

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

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

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

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

33  
34  
35  
36 

SELLER <i>Buyer</i>	DATE	BUYER <i>John Holm</i>	DATE
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37  
38  
39  
40 

SELLER <i>Buyer</i>	DATE	BUYER <i>John Holm</i>	DATE
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