



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

SELLER (Indicate Marital Status): _____ Arlen D. Kemp (ASP)

PROPERTY: _____ 29345 West 274th Street, Paola, KS 66071

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? _____ 1999 _____ How long have you owned? _____ 7/25/2017

Does SELLER currently occupy the Property? _____ Yes ☒ No ☐

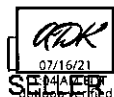
If "No", how long has it been since SELLER occupied the Property? _____ years/months

4. TYPE OF CONSTRUCTION. ☐ Manufactured ☐ Modular ☐ Conventional/Wood Frame
☐ Mobile ☒ Other, _____ Log Home/Conventional Framing

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 ☒

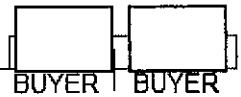
If any of the answers in this section are "Yes", explain in detail or attach other documentation:



SELLER

Initials

Initials



BUYER

6. ROOF.

- a. Approximate Age: 22 years ☐ Unknown Type: Metal
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☒ No ☐
If "Yes", what was the date of the occurrence? March 2021
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☒ No ☐
Date of and company performing such repairs: _____ / _____
- d. Has there been any roof replacement? Yes ☐ No ☒
If "Yes", was it: ☐ Complete or ☐ Partial
- e. What is the number of layers currently in place? 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:

I replaced the tar/sealer around the Stove chimney flashing in dinning room March of 2021 and replaced the Tar/sealer for flashing around hall bathroom vent pipe June 2020

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:


Carpenter Bees

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? Yes ☒ No ☐
- c. Any corrective action taken including, but not limited to piling or bracing? Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☒ No ☐
- f. Any problems with windows or exterior doors? Yes ☒ No ☐
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☐ Yes ☒ No ☐
Date of any repairs, inspection(s) or cleaning? 04/09/2019
Date of last use? 12/02/2020
- i. Does the Property have a sump pump? Yes ☐ No ☒
If "Yes", location: _____
- j. 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:

Chimney cap was repaired and expanded to prevent driving northern rain from blowing up under chimney cap.


07/16/21
SELLER


Initials
SELLER


Initials
BUYER


Initials
BUYER

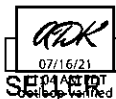
9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☒
If "Yes", explain in detail: _____
- 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, Number of Tanks 1 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. The location of the sewer line clean out trap is: _____ marked inside power panel
- 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? july 2017 By whom? _____
- 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: _____ Basement and at water meter
- 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:



Initials

SELLER

Initials

BUYER

BUYER

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. _____ x _____ Holsinger Heating
 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. _____
 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:

12. ELECTRICAL SYSTEM.

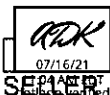
- a. Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown
 b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
 Location of electrical panel(s): _____ Basement northeast corner
 Size of electrical panel(s) (total amps), if known: _____ 200
 c. Are you aware of any problem with the electrical system? Yes ☐ 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:

Radon test completed prior to purchase of property in July 2017



Initials

Initials

Initials

BUYER

BUYER

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 includes: _____

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

HOAs have not been active for over 20 years

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 ☒

07/16/21
SELLER

SELLER

Initials

Initials

BUYER

BUYER

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

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

274 all appliances replaced in 2017 except range.

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

280 Electric Company Name:	Evergy	Phone #	888-471-5275
281 Gas Company Name:	SEK COOP	Phone #	620 625 3151
282 Water Company Name:	RWD#2	Phone #	913 783 4325
283 Trash Company Name:	Waste Management	Phone #	855 800-1475
284 Other:		Phone #	
285 Other:		Phone #	

286 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

287 Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

288 If "Yes" list:

289

290

291

292

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

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

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

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

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

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

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

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

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

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

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

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

305 including, but not limited to:

308 Attached shelves, racks, towel bars	Fireplace grates, screens, glass doors
309 Attached lighting	Mounted entertainment brackets
310 Attached floor coverings	Plumbing equipment and fixtures
311 Bathroom vanity mirrors,	Storm windows, doors, screens
312 attached or hung	Window blinds, curtains, coverings
313 Fences (including pet systems)	and window mounting components

314

315

SELLER

Initials

Initials

BUYER BUYER

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

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

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


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

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

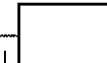
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371

NA Air Conditioning Window Units, # _____
OS Air Conditioning Central System _____
NA Attic Fan _____
OS Ceiling Fan(s), # _____
NA Central Vac and Attachments _____
NA Closet Systems _____
 Location _____
NA Doorbell _____
NA Electric Air Cleaner or Purifier _____
NA Electric Car Charging Equipment _____
OS Exhaust Fan(s) – Baths _____
NA Fences – Invisible & Controls _____
 Fireplace(s), # 1 _____
 Location #1 OS _____ Location #2 _____
OS Chimney _____ Chimney _____
NA Gas Logs _____ Gas Logs _____
NA Gas Starter _____ Gas Starter _____
NA Heat Re-circulator _____ Heat Re-circulator _____
OS Insert _____ Insert _____
EX Wood Burning Stove _____ Wood Burning Stove _____
 Other _____ Other _____
NA Fountain(s) _____
OS Furnace/Heat Pump/Other Heating System _____
OS Garage Door Keyless Entry _____
OS Garage Door Opener(s), # 1 _____
OS Garage Door Transmitter(s), # 1 _____
NA Gas Yard Light _____
NA Humidifier _____
NA Intercom _____
NA Jetted Tub _____
KITCHEN APPLIANCES
 Cooking Unit _____
NA Cooktop _____ Elec. _____ Gas _____
OS Microwave Oven _____
NA Oven _____
X Elec. _____ Gas _____ Convection _____
OS Stove/Range _____
X Elec. _____ Gas _____ Convection _____
OS Dishwasher _____
OS Disposal _____
NA Freezer _____
 Location _____
NA Ice maker _____
OS Refrigerator (#1) _____
 Location _____ Kitchen _____
OS Refrigerator (#2) _____
 Location _____ Garage _____
NA Trash Compactor _____

NS Laundry - Washer _____
NS Laundry - Dryer _____
 Elec. _____ Gas _____
MOUNTED ENTERTAINMENT EQUIPMENT
NS Item #1 _____
 Location _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
 Item #5 _____
 Location _____
NS Outside Cooking Unit _____
OS Propane Tank _____
X Owned _____ Leased _____
NS Security System _____
 Owned _____ Leased _____
OS Smoke/Fire Detector(s), # 5 _____
 Shed _____
NA Spa/Hot Tub _____
NA Spa/Sauna _____
NA Spa Equipment _____
NA Sprinkler System Auto Timer _____
NA Sprinkler System Back Flow Valve _____
NA Sprinkler System (Components & Controls) _____
NS Statuary/Yard Art _____
NA Swing set/Playset _____
NA Sump Pump _____
NA Swimming Pool (Swimming Pool Rider Attached) _____
NA Swimming Pool Heater _____
NA Swimming Pool Equipment _____
OS TV Antenna/Receiver/Satellite Dish _____
 Owned _____ Leased _____
OS Water Heater(s) _____
NA Water Softener and/or Purifier _____
 Owned _____ Leased _____
NA Boat Dock, ID # _____
NS Camera-Surveillance Equipment _____
NS Generator _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____



07/16/21

SELLER

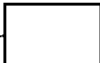


Initials

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.

<div style="border: 1px solid black; padding: 2px;"> <i>Arlen D. Kemp</i> <small>dotloop verified 07/16/21 11:04 AM EDT 2U84-WCQE-OUTV-IXEA</small> </div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>
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 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.

<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>
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 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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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 (Indicate Marital Status): Arlen D. Kemp

Single

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) 29345 W. 274th Terr. Paola, KS 66071

Section 25 - Township 16 - Range 25 Miami County 3.48 Acres M/L

Approximate date SELLER purchased Property: 7/25/2017. Property is currently zoned as residential

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:

Rural Water (RWD#2)

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? Propane Tank
- 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:

Every power that is metered, the propane tank is owned and transfers with the property,

07/15/21
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: _____

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

Previous survey that I do not have a copy of, previous owner showed me the stakes in back of property. If an ILC exist I do not have a copy as second owner.

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:

Septic system

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.

97/16/21
SELLER

Initials

Initials

Initials

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: _____

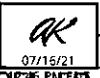
11. GOVERNMENT PROGRAMS.

- 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 ☒


07/15/21
SELLER

Initials

Initials


BUYER


BUYER

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

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

160

161

162

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

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

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

185

186

187

188

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

190 Electric Company Name: Evergy Phone # 888-471-5275

191 Gas Company Name: SEK COOP Phone # 620 625 3151

192 Water Company Name: RWD#2 Phone # 913 783 4325

193 Other: _____ Phone # _____

194

195 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

196 Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

197 If "Yes", list:

198

199

200 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

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

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

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

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

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


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

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

208 **changes. If attached, # _____ of pages).**

209

210

211 
07/16/21
SELLER


SELLER

Initials

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.

Arlen D. Kemp

dotloop verified
07/16/21 12:46 PM EDT
4J2A-FC1F-LXNG-EMUO

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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



RESIDENTIAL SEPTIC SYSTEM ADDENDUM

SELLER: Arlen D. Kemp (ASP)

BUYER:

PROPERTY: 29345 West 274th Street, Paola, KS 66071

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

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

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

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

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

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

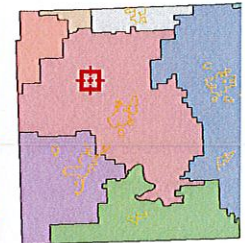
CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

<i>Arlen D. Kemp</i>	dotloop verified 07/16/21 11:28 AM EDT	
SELLER	DATE	BUYER DATE
SELLER	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 10/16. All previous versions of this document may no longer be valid. Copyright January 2019.



Overview



Legend

-  City Limits
-  Centerlines
-  Parcels
-  Lakes

Borrower Name 2

Suman Dawn M

Mentzer Marvin L Trust

PROPERTY MAP



