



# 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): Edward N. McCarthy & Margaret J. McCarthy Trust; Karen Curtin, Trustee

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) 37200 W. 199th St. (aka US-56 Hwy), Edgerton, KS 66021  
152 acres +/- in the SW/4 of Section 6 - Township 15 South - Range 22 East in Johnson County, Kansas.

Approximate date SELLER purchased Property: \_\_\_\_\_ Property is currently zoned as Agricultural

## 1. NOTICE TO SELLER.

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

## 2. NOTICE TO BUYER.

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

## 3. WATER SOURCE.

- a. Is there a water source on or to the Property? For the house Yes ☒ No ☐  
☐ Public ☐ Private ☒ Well ☐ Cistern ☐ None ☐ Other  
If well, state type Rock lined, hand dug depth 25 diameter 4" age 100+  
Has water been tested? \_\_\_\_\_ Yes ☐ No ☒  
b. Other water systems and their condition: \_\_\_\_\_ Yes ☐ No ☒  
c. Is there a water meter on the Property? \_\_\_\_\_ Yes ☐ No ☒  
d. Is there a rural water certificate? \_\_\_\_\_ Yes ☐ No ☒  
e. Other applicable information: Last we checked, we could get a meter for rural water

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? From Energy 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? Kansas Gas Services  
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? Creek Floods ..... 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" explain in detail or attach all warranty information and other documentation: Fences & gates stay with the property

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? UNKNOWN  
By whom? \_\_\_\_\_  
Approximate location of septic tank and/or absorption field: NW of house  
lateral fields east of the house into pasture  
Has Property had any surface or subsurface soil testing related to installation of sewage facility? ..... N/A ☐ Yes ☐ No ☒
- b. Are you aware of any problems relating to the sewage facilities? ..... Yes ☐ No ☒

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

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

- a. Are there leasehold interests in the Property? ..... Yes ☐ No ☒  
If "Yes", complete the following:  
Lessee is: American Tower has lease for cell tower  
Contact number is: 419-347-1186  
Seller is responsible for: none  
Lessee is responsible for: Maintaining tower  
Split or Rent is: 0  
Agreement between Seller and Lessee shall end on or before: 48 years  
☐ Copy of Lease is attached.

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Mike Norris

Farms & the  
land & we split  
costs & crops

913 579-1166

- 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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- 157 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? *No longer - capped* Yes ☐ No ☒  
158 h. Any other environmental conditions on the Property or adjacent properties? Yes ☐ No ☒  
159 i. Any tests conducted on the Property? Yes ☐ No ☒  
160

161 If any of the answers in this section are "Yes" explain in detail or attach documentation: Old gas well is plugged & capped  
162  
163  
164

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

- 166 a. Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒  
167 b. Any violation of laws or regulations affecting the Property? Yes ☐ No ☒  
168 c. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒  
169 d. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒  
170 e. Any current/pending bonds, assessments, or special taxes that apply to the Property? Yes ☐ No ☒  
171 f. Any burial grounds on the Property? Yes ☐ No ☒  
172 g. Any abandoned wells on the Property? Yes ☐ No ☒  
173 h. Any public authority contemplating condemnation proceedings? Yes ☐ No ☒  
174 i. Any government rule limiting the future use of the Property other than existing  
175 zoning and subdivision regulations? Yes ☐ No ☒  
176 j. Any condition or proposed change in surrounding area or received any notice of such? Yes ☐ No ☒  
177 k. Any government plans or discussion of public projects that could lead to special  
178 benefit assessment against the Property or any part thereof? Yes ☐ No ☒  
179 l. Any unrecorded interests affecting the Property? Yes ☐ No ☒  
180 m. Anything that would interfere with passing clear title to the Buyer? Yes ☐ No ☒  
181 n. The Property being subject to a right of first refusal? Yes ☐ No ☒  
182 If "Yes", number of days required for notice: \_\_\_\_\_  
183 o. The Property subject to a Homeowner's Association fee? Yes ☐ No ☒  
184 p. Any other conditions that may materially and adversely affect the value or  
185 desirability of the Property? Yes ☐ No ☒  
186 q. Any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☒  
187

188 If any of the answers in this section are "Yes", explain in detail or attach documentation:  
189  
190  
191  
192

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

194 Electric Company Name: Evergy Phone #: 888-471-5275  
195 Gas Company Name: Kansas Gas Service Phone #: 800-294-4780  
196 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
197 Other: \_\_\_\_\_ Phone # \_\_\_\_\_  
198

199 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

200 Any technology or systems staying with the Property? N/A ☒ Yes ☐ No ☐  
201 If "Yes", list: \_\_\_\_\_  
202  
203

204 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.  
205

206 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
207 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a  
208 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this  
209 information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly**  
210 **notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**  
211 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing,**  
212 **of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If**  
213 **attached, # \_\_\_\_\_ of pages).**

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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.

Karen Curtis 7/13/2022 X John J. J. J. 8-8-22  
SELLER Co-Trustee DATE SELLER Co-Trustee 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 Licensees 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 10/21. All previous versions of this document may no longer be valid. Copyright January 2022.