



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 SELLER (Indicate Marital Status): MARRIED

2 George A & Phyllis Tomberlin

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

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10 Approximate date SELLER purchased Property: 6/30/1992 Property is
11 currently zoned as Farm Homesite

12
13 1. NOTICE TO SELLER.

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

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20 2. NOTICE TO BUYER.

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

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25 3. WATER SOURCE.

- 26 a. Is there a water source on or to the Property? Yes ☒ No ☐
27 ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other ☐ None
28 b. If well, state type _____ depth _____
29 1. Diameter _____ age _____
30 2. Has water ever been tested? Yes ☐ No ☒
31 c. Other water systems & their condition: _____
32 d. Is there a water meter on the Property? Yes ☒ No ☐
33 e. Is there a rural water certificate? Yes ☒ No ☐
34 f. Other applicable information: _____
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37 If any of the answers in this section are "Yes", explain in detail or attach documentation: _____
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41 4. GAS/ELECTRIC.

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

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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- 101 b. Are there tenant's rights in the Property? Yes ☐ No ☒
- 102 If "Yes", complete the following:
- 103 Tenant/Tenant Farmer is: _____
- 104 Contact number is: _____
- 105 Seller is responsible for: _____
- 106 Tenant/Tenant Farmer is responsible for: _____
- 107 Split or Rent is: _____
- 108 Agreement between Seller and Tenant shall end on or before: _____
- 109 ☐ **Copy of Agreement is attached.**
- 110 c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒
- 111 If "Yes", explain: _____
- 112 _____
- 113 _____

114 **8. MINERAL RIGHTS (unless superseded by local, state or federal laws).**

- 115 ☒ Pass unencumbered with the land to the Buyer.
- 116 ☐ Remain with the Seller.
- 117 ☐ Have been previously assigned as follows: _____
- 118 _____
- 119 _____

120 **9. WATER RIGHTS (unless superseded by local, state or federal laws).**

- 121 ☒ Pass unencumbered with the land to the Buyer.
- 122 ☐ Remain with the Seller.
- 123 ☐ Have been previously assigned as follows: _____
- 124 _____
- 125 _____

126 **10. CROPS (planted at time of sale).**

- 127 ☒ Pass with the land to the Buyer.
- 128 ☐ Remain with the Seller.
- 129 ☐ Have been previously assigned as follows: _____
- 130 _____
- 131 _____

132 **11. GOVERNMENT PROGRAMS.**

- 133 a. Are you currently participating, or do you intend to participate, in any government
- 134 farm program? Yes ☐ No ☒
- 135 b. Are you aware of any interest in all or part of the Property that has been reserved
- 136 by previous owner or government action to benefit any other property? Yes ☐ No ☒
- 137

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

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142 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 143 a. Any underground storage tanks on or near Property? Yes ☐ No ☒
- 144 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
- 145 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☒
- 146 If "Yes", what is the location? _____
- 147 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes ☐ No ☒
- 148 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
- 149 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
- 150 insulation on the Property or adjacent property? Yes ☐ No ☒
- 151 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
- 152 in wet areas)? Yes ☐ No ☒
- 153 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
- 154 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒

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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: <u>EVERGY</u>	Phone # <u>816-471-5275</u>
Gas Company Name: <u>WFAOTL - propane</u>	Phone # <u>785-448-5512</u>
Water Company Name: <u>RURAL WATER DIS #6</u>	Phone # <u>785-878-3388</u>
Other: _____	Phone # _____

15. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☒ No ☐
If "Yes", list: _____

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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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:

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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 licensees. **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.

<i>George A. Tarkenton</i>	<i>4-4-23</i>	<i>Phyllis Tarkenton</i>	<i>4-4-23</i>
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 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 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	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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.