

SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated: April 2014

SELLER: Wade D. Criqui and Connie D. Criqui

DATE: 03/04/2024

PROPERTY ADDRESS: 1707 W. 6th Street, Lyndon, KS 66451

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective buyers may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully:
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.





3-4-24 DATE OF SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

	A. BUYER agrees that any real estate defects in and on the Property. Bt and their agents, subagents, employed damages, losses or expenses arising licensees had no actual knowledge BUYER'S INITIALS Rt 3. GENERAL PROPERTY INFORMATION Approximate age of the Property: Approximate date that SELLER acquired Does SELLER currently occupy the Property.	JYER agrees byees and in ng out of the prior to the INITIALS the Propert	nvolved in the to hold har ndependent se discovery signing of the DATE	nis transac mless any contractor of proper ne Contrac OF BUYER	real estate licensees in rs from and against any rty conditions in the Protect to purchase the Property Sinitials	nvolved in this y and all claim: operty of whice erty.	lease tr s. demar	ansaction
	If No, how long has it been since the SEI	LER occupie	ed the Prope	rty?				
Pai	t 4. APPLIANCES, EQUIPMENT AND FIXT	URES:						
Ind	icate the condition of the following items	NO			Check only one box for	each item. WORKING	NOT WORKING	NOT INCLUDED
1. 2. 3. 4. 5. 6. 7. 8. 9.	Air conditioning — central system			25. Mid 26. Ovu 27. Pro 28. Rar	ercom, sound system wilt-in speaker system crowave oven en Electric Gas opane tank Leased Owned nge Electric Gas	2		
11. 12. 13.	Doorbell Exhaust fans – bathrooms			29. Rar 30. Ref 31. Sau	nge ventilation system rigerator # una/spa Steam □ Dry	\Z		
14.	Fireplace/fireplace insert				curity system			Ø
16.	☐ Blower ☐ Factory-built ☒ Masonry Fireplace gas logs		Z Z Z	33. Smr	Leased			
18. 19.	Garage door opener(s)			35. Sun 36. Swi 37. Tele	np pump mming pool ephone wiring/jacks			
21. 22.	Gas Forced air gas Electric Boiler (Hot water Steam) Heat pump			39. Tras	antenna/receiver/satell Leased			

Part 5. STRUCTURAL CONDITIONS:

1.	What is the approximate age of the roof (if known)? 5 years Type of roof: Asplace +	Shinales
2.	Has there been any leaking or other problems with the roof, flashing or rain gutters?	☐ Yes ► No
	If Yes, when was the date of the last occurrence?	
3.	Have there been any repairs to the roof, flashing or rain gutters?	🗷 Yes 🔲 No
	If Yes, please provide the date of the repairs: New Flashing on Fine place 2023 Has there been any roof replacement? New Guttering on Out buildings 2023	
4.	Has there been any roof replacement? New Guttering on Out haddings 2023	🛛 Yes 🔲 No
	If Yes, was the replacement complete or partial.	EN ICO LINO
5.	How many layers of roofing materials are currently on the roof (if known)?	
6.	Have you made any homeowners' insurance claims on the Property?	🛛 Yes 🔲 No
	If Yes, were all the claims addressed with repairs?	Yes No
7.	Has there ever been leakage/seepage in the basement or crawl space?	Yes No
8.	Has there been any damage to the Property due to fire, flood or wind?	Yes No
9.	Are there any structural problems with the Property?	Yes No
10.	Is any exterior wall covering of the structure covered with synthetic stucco?	Yes No
	If Yes, are you aware of any adverse conditions with the exterior wall covering?	Yes No
	If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation?	Yes No
11.	Is there any damage to the chimney or fireplace?	Yes M . No
	When was the chimney or fireplace last cleaned or serviced?	ies ies ino
12.	Is there any exposed wiring presently in any structures on the Property?	🔲 Yes 🗷 No
	Are there any windows or doors that leak or have broken thermopane seals?	Yes X No
	Have you ever experienced or are you aware of any:	Les EN 140
	Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls?	🔲 Yes 🔀 No
	Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage?	=
	Corrective action taking to remedy these structural conditions, including but not limited to bracing or piering?	Yes No
	Water leakage or dampness in the Property, crawl space or basement?	Yes 🔀 No
	Dry rot, wood rot or similar conditions on the wood of the Property?	Yes X No
	Problems with decks, driveways, fences, patios or retaining walls on the Property?	Yes Mo
15.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation?	Yes 🗷 No
	If Yes, is the Property currently under warranty?	Yes 🗷 No
	If Yes, please name the company here:	Yes No
16.	Have you had any termite/pest control treatments for the Property?	
	If Yes, please name the company and year treated here:	🔲 Yes 🗷 No
17.1	Has the ground been pre-treated for termites?	
	If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:	Yes 🗷 No
	Tasilognes Claim for the Manager Daig	
	Ensurance Claim to that opinings 3019	
	Insurance Claim for Hait Damage 2019 Insurance Chim for Plugged drain line in Basement 2023	
19.	Additional Comments:	
	Basement had a gravity outside drain line that developed a ca deposit, we recieved over 10" rain in a 24 hours period which cause deposit, we recieved over 10" rain in a 24 hours period which cause	laium
	Trace it is recieved over in" rain in a 24 hour period which course	dihe
	depositement to Flood. The line has been repaired and barment resto	ced by Dovess
Part	6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):	7
V		
	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	
	located in such as designated by the Federal Emergency Management Agency (FEMA)?	🔲 Yes 🔀 No
	Are you aware of any drainage or flood problems on the Property or adjacent properties?	☐ Yes 🔽 No
3.	Have any neighbors complained that the Property causes drainage problems?	☐ Yes 🔼 No
	Has the Property had a stake survey?	Yes 🔲 No
	If Yes, please attach a copy of the stake survey.	
5.	Are the boundaries of the Property marked in any way?	🛛 Yes 🔲 No
		-

6.	y a mark and mark a southern certificate (ize) for the Property:	🔲 Yes 🔼 No
7	If Yes, please attach a copy of the Improvement Location Certificate (ILC).	
7.	as a series of the Property.	🛛 Yes 🔲 No
0	If Yes, does the fencing belong to the Property?	Yes Two WC
8.	7 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	Yes 🛮 No
9.	and owners, such as walls, fences,	
	roads or driveways?	🛛 Yes 🔲 No
4.0	If Yes, is the Property owner responsible for the maintenance of any such shared features?	🛛 Yes 🔲 No
10). Are you aware of 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 of the Property?	🔲 Yes 🗷 No
11	Are you aware of any diseased, dead or damaged trees or shrubs on the Property?	Yes 🗷 No
12	If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:	
	Partial Survey on North end of property. Some of the Fences are of	on the
	property lines	
13	. Additional Comments:	
Pa	rt 7. PLUMBING, SEWAGE AND WATER SYSTEMS: $RWD#7$	
1		
1.	What is the drinking water source on the Property? Public Water Private Water Well Cistern	Other 🔲 None
2.	If the water source is a Well, please state: TypeDepth	
2	DiameterAge	
3.	and the water originating from the well ever been tested:	Yes No
4	If Yes, please provide the results of such tests in separate documentation.	
4.	Does the Property have any sewage facilities on or connected to it?	🔼 Yes 🔲 No
_	If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pu	mp 🔲 Cesspool
5.	The state of the s	
6.	Are you aware of any problems relating to the plumbing, sewage or water systems on the Property?	Yes 🗷 No
	If Yes, please explain:	
	RWD #7 : 785-528-5090 - one water meter in place cu Serving the home.	rently
	Serving the home.	′
_		
7.	Additional Comments:	
Par	t 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:	
1.	Is there electrical service connected to the Property?	Yes 🔲 No
	If Yes, is there a meter?	Yes 🔲 No
2.	If there is no electrical service connected to the Property, what is the distance to the electrical service?	
3.	What type of material is used in the electrical wiring (if known)?	m 🔲 Unknown
4.	What type of electrical panels exist on the Property (if known)?	
	Please specify the location of the electrical panels have $\langle 1, 2, 3, 4, 4 \rangle$	ement Storgan
5.	Does the Property have heating systems?	Yes No
	If Yes, what type? 🔲 Electric 🔲 Fuel Oil 🗵 Natural Gas 🔲 Heat Pump 🔲 Propane 🔲 Other	
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced ar	nd by whom:
	1/2/	
	IKGS One. Gas	
		1

6.	Does the Property have air conditioning?	Yes 🔲 No
	If Yes, what type? 🗷 Central Electric 🔲 Central Gas 🔲 Heat Pump 🔲 Window units 🔲 Other	
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced	and by whom:
	I rane / new in 2019 Serviced by Theel Plumbing Jan. S	1024
7.		Yes 🔲 No
	If Yes, what type?	Gas Gola
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced	and by whom:
	Pasement Unity Closet State x 2 one New in 2019.	•
0		
8.	resulting to the electrical, gas and heating and cooling systems on the property?	🔲 Yes 🔀 No
	If Yes, please explain:	
9.	Additional Comments:	
Par	t 9. HAZARDOUS CONDITIONS:	
1.	Are you aware of any underground storage tanks on or near this Property?	
2.		🔲 Yes 💹 No
۷٠	Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?	
3.	Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?	Yes No
٠.	If Yes, please attach a copy of the environmental reports.	Yes 🔙 No
4.	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated	
	biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?	Maria Na
5.	Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in	Yes 🔀 No
	wet areas)?	Yes 🔀 No
6.	Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane	NO PER INO
	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?	Yes 🔀 No
7.	Are you aware of any methamphetamine or other controlled substances being manufactured, stored or	in res Es ino
	used on the Property?	Yes 🗷 No
8.	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?	Yes No
9.	Are you aware of any other environmental conditions on the Property?	Yes No
	Have any other environmental inspections or tests been conducted on the Property?	Yes No
11.	If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:	
	VICA CILLER CONSTRUCTION IN A TIME II	
	1K6S One Gas has a service line that feeds th	
	L gas meter to the property	
12.	Additional Comments:	
art	: 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:	
L.	Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property?	Yes No
	Is the property subject to conditions, covenants or restrictions of a homeowners' association, common	162 167 140
	interest community or subdivision restrictions?	Yes. 🔼 No
	Are you aware of any violations of such conditions, covenants or restrictions on the Property?	Yes No
	Does the homeowners' association impose a transfer fee upon the sale of Property?	Yes No

5.	Are you aware of any damage, defect, proposed change or problem with any common areas or elements?	☐ Yes 🗷 No
6.	Are you aware of any condition or claim that may result in a change to the assessments or fees?	Yes No
7.	Are the streets privately owned?	Yes No
8.	Is the Property in a conservation, historic or special review district that requires any alterations or improvement	.e 162 ET 140
	to the Property to be approved by a board, commission or panel?	Yes 🗹 No
9.	Is the Property subject to a tax abatement?	Yes No
10	. Is the Property subject to a right of first refusal?	Yes No
11	. If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:	<u>□</u> 163, ≥ 110
	7, Para and a commentation and explain here.	
12	. If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' associa	tion or common
	interest community, please specify here the amount and frequency of those payments:	
13	L Additional Comments:	
	roduction comments.	
Pai	† 11. OTHER MATTERS:	
	TIL OTHER MATTERS.	
_	e you aware of:	
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	🔲 Yes 🔀 No
2.	Any violation of laws or regulations affecting the Property?	Yes 🔽 No
3.	Any existing or threatened legal action pertaining to the Property?	☐ Yes 🗵 No
4.	Any litigation or settlement pertaining to the Property?	Yes 🔀 No
5.	Any current or future special assessments pertaining to the Property?	☐ Yes 😡 No
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property?	Yes 🔀 No
7.	Any other condition that may prevent you from completing the sale of the Property?	Yes 🔀 No
8.	Any burial grounds on the Property?	☐ Yes ☑ No
9.	Any leases on the Property?	Yes No
	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	the Property:
10	Any easements or leases on the Property regarding wind energy?	
	If Yes, please attach a copy of the easement or lease agreement.	🔲 Yes 🔀 No
11		· ·
12	Any public authority contemplating condemnation proceedings?	Yes. No
12.	Any government rule limiting the future use of the Property other than existing zoning regulations?	🔲 Yes 🔽 No
٠.	Any government plans or discussion of public projects that could lead to the formation of a special benefit	
1 /1	assessment district covering the Property or any portion of the Property?	Yes 🔼 No
.+. 5	Any unrecorded interests affecting the Property that has been reserved by the previous owner or government action?	Yes No
	Any unrecorded interests affecting the Property?	Yes 🔽 No
	Anything that would interfere in passing clear title to the BUYER?	Yes 🔼 No
	Any general stains or pet stains to the carpet, flooring or sub-flooring?	Yes 🗷 No
١٥.	If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:	
		1997
.9.	Additional Comments:	

Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
- 6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

BECOMES PART OF A LEGALLY BINDIN	IG CONTRACT. IF NOT	TUNDERSTOOD, CONSULT AN ATTORNEY	BEFORE SIGNING.
Wedel	3-4-24		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DA
(Much). Mgm	3-4-24		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DA