



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

SELLER (Indicate Marital Status): _____ Kenneth W. Rodman (ASP)

PROPERTY: _____ 30405 Oak Grove Road, 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. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

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? 100 YR PLUS How long have you owned? 24 YEARS
Does SELLER currently occupy the Property? Yes ☒ No ☐
If "No", how long has it been since SELLER occupied the Property? _____ years/months

☐ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. ☒ Conventional/Wood Frame ☐ Modular ☐ Manufactured
☐ 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:

(G.) FENCING ON PROPERTY (H.) PREVIOUS OWNER HAD SURVEY.
(K.) PROPERTY MAY HAVE DEAD OR DAMAGED TREES

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6. ROOF.

- a. Approximate Age: 24 years ☐ Unknown Type: 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: _____ / _____
- 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? _____ / _____ layers or ☐ Unknown.

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

APPROXIMATELY HALF THE HOUSE HAS BEEN REPLACED. NO GUTTERS ON HOUSE

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites or other wood destroying insects on the Property? Yes ☐ No ☒
- b. Any other pests including rodents, bats or other nuisance wildlife? Yes ☐ No ☒
- c. Any damage to the Property by wood destroying insects or other pests? Yes ☐ No ☒
- d. 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 _____
- e. 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 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? 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 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? _____
Date of last use? _____
- 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:

(A.) NORMAL FOUNDATION CRACKS (B.) WALLS HAVE SOME CRACKS (C.) SUMP PUMP REPLACED 2 MONTHS AGO.

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113 **9. ADDITIONS AND/OR REMODELING.**

- 114 a. Are you aware of any additions, structural changes, or other material alterations to
115 the Property? Yes ☒ No ☐
116 If "Yes", explain in detail: THE LIVING ROOM AREA WAS ADDED BY PREVIOUS OWNER.
117
118 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
119 compliance with building codes? N/A ☒ Yes ☐ No ☐
120 If "No", explain in detail: THE SELLER DOES NOT KNOW ABOUT PREVIOUS OWNER
121 PERMITS OR COMPLIANCE TO BUILDING CODES.
122

123 **10. PLUMBING RELATED ITEMS.**

- 124 a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other: _____
125 If well water, state type _____ depth _____ diameter _____ age _____
126 b. If the drinking water source is a well, has water been tested for safety? N/A ☒ Yes ☐ No ☐
127 If "Yes", when was the water last checked for safety? _____ (attach test results)
128 c. Is there a water softener on the Property? Yes ☐ No ☒
129 If "Yes", is it: ☐ Leased ☐ Owned?
130 d. Is there a water purifier system? Yes ☐ No ☒
131 If "Yes", is it: ☐ Leased ☐ Owned?
132 e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
133 ☐ Septic System, Number of Tanks _____ ☐ Cesspool ☒ Lagoon ☐ Other _____
134 f. Approximate location of septic tank and/or absorption field: _____
135
136 g. The location of the sewer line clean out trap is: UNDER HOUSE
137 h. Is there a sewage pump on the septic system? N/A ☒ Yes ☐ No ☐
138 i. Is there a grinder pump system? Yes ☐ No ☒
139 j. If there is a privately owned system, when was the septic tank, cesspool, or sewage
140 system last serviced? _____ By whom? _____
141 k. Is there a sprinkler system? Yes ☐ No ☒
142 Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
143 If "No", explain in detail: _____
144 l. Are you aware of any leaks, backups, or other problems relating to any of the
145 plumbing, water, and sewage related systems? Yes ☐ No ☒
146 m. Type of plumbing material currently used in the Property:
147 ☐ Copper ☐ Galvanized ☒ PVC ☒ PEX ☐ Other _____
148 The location of the main water shut-off is: _____
149 n. Is there a back flow prevention device on the lawn sprinkling system,
150 sewer or pool? N/A ☐ Yes ☐ No ☒
151

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

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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. 24 YEARS ☐ ☒ EXT. SIDE OF HOUSE ANNUALLY - SELF
2. 6 MONTHS ☐ ☒ UPSTAIRS
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. 24 YEARS ☐ ☒ BASEMENT ANNUALLY - SELF
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. 6 MONTHS ☐ ☒ BASEMENT 40 GAL. N/A
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
Size of electrical panel(s) (total amps), if known: _____
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 for radon on the Property? Yes ☒ No ☐
g. Any professional mitigation system for radon on the Property? Yes ☐ No ☒
h. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
i. Any other environmental issues? Yes ☐ No ☒
j. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
k. 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:

(F.) PROPERTY WAS TESTED FOR RADON BUT WAS OK WHEN SELLER MOVED IN.

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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? \$ _____
- m. The Property being subject to a Homeowners Association fee? Yes ☐ No ☒
If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to: _____ and such includes: _____

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

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☐

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

(A.) PROPERTY LOCATED IN RURAL AREA.

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 ☒

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- 269 l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- 270 m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 271 n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 272 o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- 273 p. Having replaced any appliances that remain with the Property in the
274 past five (5) years? Yes ☒ No ☐
- 275 q. Any transferable warranties on the Property or any of its
276 components? Yes ☒ No ☐
- 277 r. Having made any insurance or other claims pertaining to the Property
278 in the past five (5) years? Yes ☒ No ☐
- 279 If "Yes", were repairs from claim(s) completed? N/A ☐ Yes ☒ No ☐
- 280 s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

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

282 (B.) SMOKE DAMAGE UPSTAIRS WEST SIDE. (G.) CATS IN HOME. (P.) BEVERAGE COOLER,
283 DISHWASHER, MICROWAVE, FRIDGE REPLACED A YEAR AGO. (Q.) 1 YR. WARRANTIES ON
284 REPLACED APPLIANCES. (R.) AFTER SMOKE DAMAGE, MOST OF THE HOME WAS RENOVATED

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

286 Electric Company Name: EVERGY Phone #: 888-471-5275

287 Gas Company Name: Phone #:

288 Water Company Name: RURAL WATER # 2 Phone #: 913-783-4325

289 Trash Company Name: Phone #:

290 Other: PROPANE HEARTLAND Phone #: 800-211-9101

291 Other: Phone #:

292 18. ELECTRONIC SYSTEMS AND COMPONENTS.

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

294 If "Yes" list:

295

296

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

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

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

314 Attached shelves, racks, towel bars Fireplace grates, screens, glass doors

315 Attached lighting Mounted entertainment brackets

316 Attached floor coverings Plumbing equipment and fixtures

317 Bathroom vanity mirrors, Storm windows, doors, screens

318 attached or hung Window blinds, curtains, coverings

319 Fences (including pet systems) and window mounting components

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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.)

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

NS Laundry - Washer
NS Laundry - Dryer
Elec. _____ Gas _____
MOUNTED Entertainment Equipment
NA TV, Location _____
TV, Location _____
TV, Location _____
TV, Location _____
Speakers, Location _____
Speakers, Location _____
Other/Location _____
Other/Location _____
Other/Location _____
NA Outside Cooking Unit
OS Propane Tank
☒ Owned _____ Leased _____
NA Security System
Owned _____ Leased _____
OS Smoke/Fire Detector(s), # 2
EX Shed(s), # 5
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)
NA Statuary/Yard Art
NA Swing set/Playset
OS Sump Pump(s), # 1
EX Swimming Pool (Swimming Pool Rider Attached)
EX Swimming Pool Heater
EX Swimming Pool Equipment
NS TV Antenna/Receiver/Satellite Dish
Owned _____ Leased _____
OS Water Heater(s)
NA Water Softener and/or Purifier
Owned _____ Leased _____
NA Wood Burning Stove
EX Yard Light
☒ Elec. _____ Gas _____
Boat Dock, ID# _____
Other _____
Other _____
Other _____
Other _____
Other _____

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Initials _____
BUYER BUYER

379 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
380 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
381 invoices, notices or other documents describing or referring to the matters revealed herein:

382 *SELLER DID MOST OF THE RENOVATIONS AFTER SMOKE DAMAGE.*
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386 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
387 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
388 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
389 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**
390 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**
391 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**
392 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
393 **pages).**
394

395 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
396 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
397 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
398
399
400

401  *3-3-25*
402 SELLER DATE

403 
404 SELLER DATE

405 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
406

- 407 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
408 and SELLER need only make an honest effort at fully revealing the information requested.
409 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees
410 concerning the condition or value of the Property.
411 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
412 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
413 I have been specifically advised to have Property examined by professional inspectors.
414 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
415 5. I specifically represent there are no important representations concerning the condition or value of Property made
416 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
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419 
420 BUYER DATE

421 
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 2024. All previous versions of this document may no longer be valid.
Copyright January 2025.



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): Kenneth W. Rodman (ASP)

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

S17, T17 R24 Acres 68.44 & 10.39 W2 W2 NW4 NE4 & N2 TR BEG NW/C NW4 S680, E640, N680, W640.5 TO POB
Exact to be provided by the Title Co.

Approximate date SELLER purchased Property: OCTOBER 2001. 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.

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3. WATER SOURCE.

- a. Is there a water source on or to the Property? Yes ☒ No ☐
☒ Public ☐ Private ☐ Well ☐ Cistern ☐ None ☐ Other _____
If well, state type _____ depth _____
Has water been tested? Yes ☐ No ☒
- b. Other water systems and their condition: _____
- c. Is there a water meter on the Property? Yes ☒ No ☐
- d. Is there a rural water certificate? Yes ☐ No ☐
- e. Other applicable information: _____

(C.) WATER HOOKED UP TO HOUSE (A) PUBLIC WATER USED AT HOUSE.

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:

(A) ELECTRIC SERVICE FOR HOUSE. HAS ELECTRIC METER.

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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" explain in detail or attach all warranty information and other documentation:

PROPERTY NEAR CREEK IS IN FLOOD ZONE BUT INSURANCE NOT NEEDED. PREVIOUS OWNER DID SURVEY. FENCES ALONG BOUNDARIES.

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? _____
Approximate location of septic tank and/or absorption field: _____
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:

NEVER TESTED SOIL.

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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- 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" explain in detail or attach documentation:

RADON TEST WAS DONE WHEN SELLER PURCHASED PROPERTY, TESTED OK

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/pending bonds, assessments, or special taxes that apply to the Property? Yes ☐ No ☒
- f. Any burial grounds on the Property? Yes ☐ No ☒
- g. Any abandoned wells on the Property? Yes ☐ No ☒
- h. Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
- i. Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? Yes ☐ No ☒
- j. Any condition or proposed change in surrounding area or received any notice of such? Yes ☐ No ☒
- k. Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? Yes ☐ No ☒
- l. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- m. Anything that would interfere with passing clear title to the Buyer? Yes ☐ No ☒
- n. The Property being subject to a right of first refusal? Yes ☐ No ☒
If "Yes", number of days required for notice: _____
- o. The Property subject to a Homeowner's Association fee? Yes ☐ No ☒
- p. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☒
- q. Any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☒

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

"HUNTING CABIN HAS BEEN USED FOR FRIENDS & FAMILY." HAS LIVING QUARTERS WITH KITCHEN AND BATHROOM. USED FOR RECREATION.

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: PROPANE HEARTLAND Phone #: _____

15. ELECTRONIC SYSTEMS AND COMPONENTS.

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

If "Yes", list:

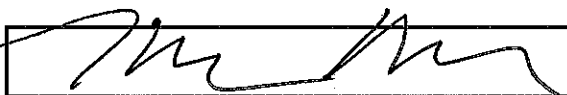
Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

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 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 any list of additional changes. If 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.

	3-3-25		
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 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

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LEGAL DESCRIPTION ADDENDUM

1 **SELLER:** _____ Kenneth W. Rodman (ASP)

2
3 **BUYER:** _____

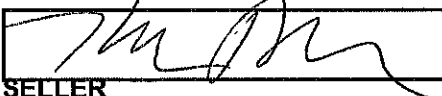
4
5 **PROPERTY:** _____ 30405 Oak Grove Road, Paola, KS 66071

6
7 **PROPERTY LEGAL DESCRIPTION:**

8
9 S17, T17 R24 Acres 68.44 & 10.39 W2 W2 NW4 NE4 & N2 TR BEG NW/C NW4 S680, E640, N680, W640.5 TO POB
10 Exact to be provided by the Title Co.

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24 (INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)

25
26 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
27 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
28 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

29
30
31  3-3-25
32 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

33
34
35
36 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

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