



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

1 SELLER: Darrin E. Boss (ASP)

2 PROPERTY: 26620 Somerset Rd., Paola, KS 66071

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4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

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11 **2. NOTICE TO BUYER.**

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

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16 **3. OCCUPANCY.**

17 Approximate age of Property? 1977 How long have you owned? 26 yrs
18 Does SELLER currently occupy the Property? Yes ☐ No ☒
19 If "No", how long has it been since SELLER occupied the Property? 2 Weeks years/months

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21 **4. TYPE OF CONSTRUCTION.** ☐ Manufactured ☐ Modular ☒ Conventional/Wood Frame
22 ☐ Mobile ☐ Other _____

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25 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
26 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 27 a. Any fill or expansive soil on the Property? Yes ☐ No ☒
28 b. Any sliding, settling, earth movement, upheaval or earth stability problems
29 on the Property? Yes ☐ No ☒
30 c. The Property or any portion thereof being located in a flood zone, wetlands
31 area or **proposed** to be located in such as designated by FEMA which
32 requires flood insurance? Yes ☐ No ☒
33 d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
34 e. Any flood insurance premiums that you pay? Yes ☐ No ☒
35 f. Any need for flood insurance on the Property? Yes ☐ No ☒
36 g. Any boundaries of the Property being marked in any way? Yes ☒ No ☐
37 h. The Property having had a stake survey? Yes ☒ No ☐
38 i. Any encroachments, boundary line disputes, or non-utility easements
39 affecting the Property? Yes ☐ No ☒
40 j. Any fencing on the Property? Yes ☒ No ☐
41 If "Yes", does fencing belong to the Property? Shared by neighbors on North & West N/A ☐ Yes ☐ No ☐
42 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
43 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☒ No ☐
44 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☒ No ☐

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

47 Mineral Rights are not included in the property
48 Gas lines across property
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6. ROOF.

- a. Approximate Age: 7 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? New Gutters on Home 2018
- c. Have there been any repairs to the roof, flashing or rain gutters? New Hangers on Garage + Barn Yes ☐ No ☐
Date of and company performing such repairs 11/1 2019
- 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:

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? Treated Lien to off garage. No Damage 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 10/22/19 Tri County
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Installed stations around Home, Garage, Barn Yes ☒ No ☐
If "Yes", the annual cost of service renewal is \$ 260 and the time Contract Transfers to New Owner remaining on the service contract is 1 yr. After
- (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 driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes ☐ No ☒
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Yes ☐ No ☒
If "Yes", location: _____
- i. 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:

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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 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. The location of the sewer line clean out trap is: Basement Bedroom Closet
- 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? 12/19/17 By whom? Bills Septic - Shawnee, KS
- 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: Laundry Room - Basement
- 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:

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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. Lenox 12 yrs ✓ South Side Home 2019 JP Heating & Cooling
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. Lenox 17 yrs ✓ 2018 JP Heating & Cooling
2. _____
c. Are there rooms without heat or air conditioning? Yes ☒ No ☐
If "Yes", which room(s)? Back Door Entry Way
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? TH
1. 5 yrs ✓ Basement 40 gallon 5/10/18 Water Heater
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 Laundry Room
Size of electrical panel (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/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:

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202 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 203 a. The Property located outside of city limits? Yes ☒ No ☐
- 204 b. Any current/pending bonds, assessments, or special taxes that
- 205 apply to Property? Yes ☐ No ☒
- 206 If "Yes", what is the amount? \$ _____
- 207 c. Any condition or proposed change in your neighborhood or surrounding
- 208 area or having received any notice of such? Yes ☐ No ☒
- 209 d. Any defect, damage, proposed change or problem with any
- 210 common elements or common areas? Yes ☐ No ☒
- 211 e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- 212 f. Any streets that are privately owned? Yes ☐ No ☒
- 213 g. The Property being in a historic, conservation or special review district that
- 214 requires any alterations or improvements to the Property be approved by a
- 215 board or commission? Yes ☐ No ☒
- 216 h. The Property being subject to tax abatement? Yes ☐ No ☒
- 217 i. The Property being subject to a right of first refusal? Yes ☐ No ☒
- 218 If "Yes", number of days required for notice: _____
- 219 j. The Property being subject to covenants, conditions, and restrictions of a
- 220 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 221 k. Any violations of such covenants and restrictions? N/A ☐ Yes ☐ No ☒
- 222 l. The Homeowner's Association imposing its own transfer fee and/or
- 223 initiation fee when the Property is sold? N/A ☐ Yes ☐ No ☒
- 224 If "Yes", what is the amount? \$ _____
- 225

226 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

227 payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such

228 includes: _____

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

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234 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other

235 documentation: _____

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238 **15. PREVIOUS INSPECTION REPORTS.**

- 239 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 240 If "Yes", a copy of inspection report(s) are available upon request.
- 241

242 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 243 a. Any of the following?
- 244 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 245 b. Any fire damage to the Property? Yes ☐ No ☒
- 246 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 247 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 248 e. Any other conditions that may materially affect the value
- 249 or desirability of the Property? Yes ☐ No ☒
- 250 f. Any other condition, including but not limited to financial, that may prevent
- 251 you from completing the sale of the Property? Yes ☐ No ☒
- 252 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 253 h. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
- 254 List locks without keys _____
- 255 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 256 j. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- 257 k. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

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

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

*Refrigerator, Stove, Microwave, Dishwasher
Washer, Dryer - All Stay With Property*

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

Electric Company Name: <u>Evergy</u>	Phone # <u>1-800-383-1183</u>
Gas Company Name: <u>Kansas Gas</u>	Phone # <u>1-800-794-4780</u>
Water Company Name: <u>Potomac Water Dist. #2</u>	Phone # <u>913-783-4325</u>
Trash Company Name: <u>Waste Management</u>	Phone # <u>1-800-631-3301</u>
Other: _____	Phone # _____
Other: _____	Phone # _____

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

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

Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
Fences	Mounted entertainment brackets	(if attached)
Fireplace grates, screens and/or glass doors (if attached)	Other mirrors (if attached)	Storm windows, doors & screens
Floor coverings (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings and 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.)

N/A Air Conditioning Window Units, # _____

OS Air Conditioning Central System

N/A Attic Fan

OS Ceiling Fan(s), # 8

N/A Central Vac and Attachments

OS Closet Systems

Location _____

N/A Doorbell

N/A Electric Air Cleaner or Purifier

N/A Electric Car Charging Equipment

OS Exhaust Fan(s) – Baths

N/A Fences – Invisible & Controls

Fireplace(s), # 1

Location #1 Up Stair Living Location #2 _____

Chimney _____ Chimney _____

N/A Gas Logs _____ Gas Logs _____

N/A Gas Starter _____ Gas Starter _____

N/A Heat Re-circulator _____ Heat Re-circulator _____

N/A Insert _____ Insert _____

N/A Wood Burning Stove _____ Wood Burning Stove _____

Other _____ Other _____

N/A Fountain(s)

OS Furnace/Heat Pump/Other Heating System

OS Garage Door Keyless Entry

OS Garage Door Opener(s), # 2

N/A Garage Door Transmitter(s), # _____

N/A Gas Yard Light

N/A Humidifier

N/A Intercom

N/A Jetted Tub

KITCHEN APPLIANCES

Cooking Unit

Cooktop _____ Elec. X Gas

X Microwave Oven

X Oven

_____ Elec. X Gas _____ Convection

_____ Stove/Range

_____ Elec. X Gas _____ Convection

OS Dishwasher

N/A Disposal

N/A Freezer

Location _____

OS Ice maker

OS Refrigerator (#1)

Location Kitchen

OS Refrigerator (#2)

Location Garage

N/A Trash Compactor

OS Laundry - Washer

OS Laundry - Dryer

X Elec. _____ Gas

MOUNTED ENTERTAINMENT EQUIPMENT

N/A Item #1 _____

Location _____

N/A Item #2 _____

Location _____

N/A Item #3 _____

Location _____

N/A Item #4 _____

Location _____

N/A Item #5 _____

Location _____

N/A Outside Cooking Unit

OS Propane Tank

_____ Owned X Leased can be Transferred

N/A Security System

_____ Owned _____ Leased

OS Smoke/Fire Detector(s), # 6

N/A Spa/Hot Tub

N/A Spa/Sauna

N/A Spa Equipment

N/A Sprinkler System Auto Timer

N/A Sprinkler System Back Flow Valve

N/A Sprinkler System (Components & Controls)

N/A Statuary/Yard Art

N/A Sump Pump

N/A Swimming Pool (Swimming Pool Rider Attached)

N/A Swimming Pool Heater

N/A Swimming Pool Equipment

EX TV Antenna/Receiver/Satellite Dish

_____ Owned X Leased

OS Water Heater

N/A Water Softener and/or Purifier

_____ Owned _____ Leased

OS Other picnic tables & grill in Shelter House

OS Other wood on deck

OS Other patio furniture & umbrella

OS Other landscape materials

OS Other fencing materials

OS Other hedge posts

OS Other Flag Pole

OS Other Garden Shed

OS Other Pergola

OS Other Lumber & Metal in Barn

OS Other House Paint

OS Other Bathroom Rugs & Storage Tubs

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

360 *New Flooring, Ceiling, Paint, Bathroom vanity Top - Master Shower update*
361 *custom closets, New Windows - 2yrs ago*
362
363

364 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
365 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
366 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
367 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
368 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
369 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
370 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
371 **of pages).**
372

373 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
374 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
375 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
376
377

378
379
380  12/7/19
381 SELLER DATE SELLER DATE
382

383 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
384

- 385 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
386 and SELLER need only make an honest effort at fully revealing the information requested.
387 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
388 concerning the condition or value of the Property.
389 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
390 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
391 I have been specifically advised to have Property examined by professional inspectors.
392 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
393 5. I specifically represent there are no important representations concerning the condition or value of Property made by
394 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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BUYER DATE BUYER DATE

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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 August 2018. All previous versions of this document may no longer be valid.
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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: Darrin E. Boss (ASP)

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) TR Beg 330.9N SE/C NE4 TH 1320.2 N662.7 E660.2 S331.1 SE660.1 S330.9 Less Rd Row S20 T16 R24

Approximate date SELLER purchased Property: 1994. Property is currently zoned as Rural.

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:

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:

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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? 12/19/17
By whom? Bills Septic - Osaunomie, KS
- 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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- 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: Town Oil

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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Initials
BUYER | BUYER

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

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

159 Gas lines Across East Boundary Crossing to South Boundary
160

161 13. OTHER MATTERS. ARE YOU AWARE OF:

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

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

185 One gas in back pasture
186 One oil behind Shop

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

188 Electric Company Name: Evergy Phone # 1-888-383-1183
189 Gas Company Name: Kansas Gas Phone # 1-800-794-4780
190 Water Company Name: Royal Water Co Phone # 913-783-4325
191


192 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
193 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a
194 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this
195 information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will
196 promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes
197 prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in
198 writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional
199 changes. If attached, # _____ of pages).

199 [Signature]
SELLER SELLER

Initials SELLER and BUYER acknowledge they have read this page Initials

[Signature] [Signature]
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.

 12/7/19
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 09/17. All previous versions of this document may no longer be valid. Copyright January 2019.



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

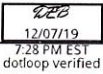

SELLER: Darrin E. Boss (ASP)

PROPERTY: 26620 Somerset Rd., Paola, KS 66071

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial applicable lines)

a.   PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.


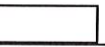
b.   RECORDS AND REPORTS AVAILABLE TO THE SELLER:
(check one below)

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial applicable lines)

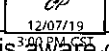
c.   BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

d.   BUYER HAS RECEIVED THE PAMPHLET
"Protect Your Family from Lead in Your Home"

e.   BUYER HAS: (Check one below)

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.


Licensee's Acknowledgment: (initial)

f.  Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

**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.**

 dotloop verified
12/07/19 7:28 PM EST
ICBX-A3KI-GTBI-3WC7
SELLER **DATE**

BUYER **DATE**

SELLER **DATE**

BUYER **DATE**

 dotloop verified
12/07/19 3:00 PM CST
UCNI-DELW-APUC-4ORR
LICENSEE ASSISTING SELLER **DATE**

LICENSEE ASSISTING BUYER **DATE**

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