



# 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): Justin Diehm & Autumn Diehm Amc

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) 32706 West 399<sup>th</sup> Street Osawatomie, KS 66064  
S10, T19, R22 Acres 61.59

Approximate date SELLER purchased Property: 6/1/2018. Property is currently zoned as Agricultural

### 1. NOTICE TO SELLER.

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

### 2. NOTICE TO BUYER.

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

### 3. WATER SOURCE.

- a. Is there a water source on or to the Property? ..... Yes  No   
 Public  Private  Well  Cistern  None  Other \_\_\_\_\_  
 If well, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_  
 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: \_\_\_\_\_

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: We had a padmount installed for electric service.

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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: At the time we bought the property there was a stake survey. We found that the neighbor fenced approx 30ft on our west.

If any of the answers in this section are "Yes" explain in detail or attach all warranty information and other documentation: The neighbor is aware of this error and is open to corrective action.

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: \_\_\_\_\_

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  *7/8/11*  
 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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103 b. Are there tenant's rights in the Property? ..... Yes  No

104 If "Yes", complete the following:

105 Tenant/Tenant Farmer is: Justin Diehm

106 Contact number is: (913) 731-8768

107 Seller is responsible for: \_\_\_\_\_

108 Tenant/Tenant Farmer is responsible for: \_\_\_\_\_

109 Split or Rent is: Use of acreage for grazing cattle until 10/1/2024

110 Agreement between Seller and Tenant shall end on or before: \_\_\_\_\_

111  Copy of Agreement is attached.

112 c. Do additional leasehold interests or tenant's rights exist? ..... Yes  No

113 If "Yes", explain: Use of water meter until end of lease

114 \_\_\_\_\_

115 \_\_\_\_\_

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

117  Pass unencumbered with the land to the Buyer.

118  Remain with the Seller.

119  Have been previously assigned as follows: \_\_\_\_\_

120 \_\_\_\_\_

121 \_\_\_\_\_

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

123  Pass unencumbered with the land to the Buyer.

124  Remain with the Seller.

125  Have been previously assigned as follows: Reference 7C

126 \_\_\_\_\_

127 \_\_\_\_\_

128 10. CROPS (planted at time of sale).

129  Pass with the land to the Buyer.

130  Remain with the Seller.

131  Have been previously assigned as follows: \_\_\_\_\_

132 \_\_\_\_\_

133 \_\_\_\_\_

134 11. GOVERNMENT PROGRAMS.

135 a. Are you currently participating, or do you intend to participate, in any government

136 farm program? ..... Yes  No

137 b. Are you aware of any interest in all or part of the Property that has been reserved

138 by previous owner or government action to benefit any other property? ..... Yes  No

139

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

141 \_\_\_\_\_

142 \_\_\_\_\_

143 \_\_\_\_\_

144 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

145 a. Any underground storage tanks on or near Property? ..... Yes  No

146 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil

147 tanks, oil spills, tires, batteries, or other hazardous conditions)? ..... Yes  No

148 If "Yes", what is the location? \_\_\_\_\_

149 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? ..... Yes  No

150 d. Any disposal of any hazardous waste products, chemicals, polychlorinated

151 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or

152 insulation on the Property or adjacent property? ..... Yes  No

153 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers

154 in wet areas)? ..... Yes  No

155 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.

156 methane gas, radon gas, radioactive material, landfill, toxic materials)? ..... Yes  No

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

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

161 \_\_\_\_\_

162 \_\_\_\_\_

163 \_\_\_\_\_

164 \_\_\_\_\_

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

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

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

188 \_\_\_\_\_

189 \_\_\_\_\_

190 \_\_\_\_\_

191 \_\_\_\_\_

192 \_\_\_\_\_

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

194 Electric Company Name: Hearth Electric Phone # (620) 724-8251

195 Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

196 Water Company Name: RWD #3 Phone # (913) 755-4503

197 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

198 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

199 Any technology or systems staying with the Property? ..... N/A  Yes  No

200 If "Yes", list: \_\_\_\_\_

201 \_\_\_\_\_

202 \_\_\_\_\_

203 \_\_\_\_\_

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

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

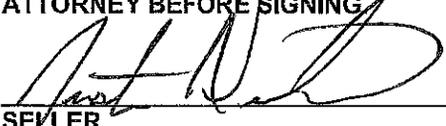
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214 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS  
215 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN  
216 ATTORNEY BEFORE SIGNING

217  
218  
219  
220  7/9/24  7/9/2024  
220 SELLER DATE SELLER DATE

221  
222 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 223
- 224 1. I understand and agree the information in this form is limited to information of which SELLER has actual  
225 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
  - 226 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or  
227 Licensees concerning the condition or value of the Property.
  - 228 3. I agree to verify any of the above information, and any other important information provided by SELLER or  
229 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent  
230 investigation of my own. I have been specifically advised to have the Property examined by professional  
231 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
  - 232 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the  
233 Property.
  - 234 5. I specifically represent there are no important representations concerning the condition or value of the Property  
235 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by  
236 them.

237  
238  
239  
240 \_\_\_\_\_  
BUYER DATE BUYER DATE

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