



1120 Hick Hardy Road
199.425± Acres | Nicholas County
\$1,595,000

Offered Exclusively By:

KIRKPATRICK & CO.

Zach Davis | Principal Broker
+1 .859.576.8195
www.KirkFarms.com
Zach@KirkFarms.com





Just 10 minutes from US68 and 12 minutes to Cynthiana, this gently rolling 199.425-acre farm features appealing livestock facilities, exceptional road frontage, a charming farmhouse, & an idyllic setting.

Well-tended facilities include:

- An enclosed equipment building with adjoining hay barn
- Historic peg barn with double shed row and covered storage
- 2 covered cattle chutes, one with scales & lighting
- A recently installed feed bin

- Multipurpose concrete block building, formerly used for milking

- An additional cattle working area near the rear of the farm

City water services the entire property, with automatic waterers throughout including the back fields.

Anchored by an inviting wide porch, the 4BR/3.5BA brick farmhouse includes a lovely great room with an oversized fireplace and stone hearth. Shaker-like simplicity and sunlit spaces add appeal to the peaceful retreat. An attached two-car garage includes room for vehicles or storage.

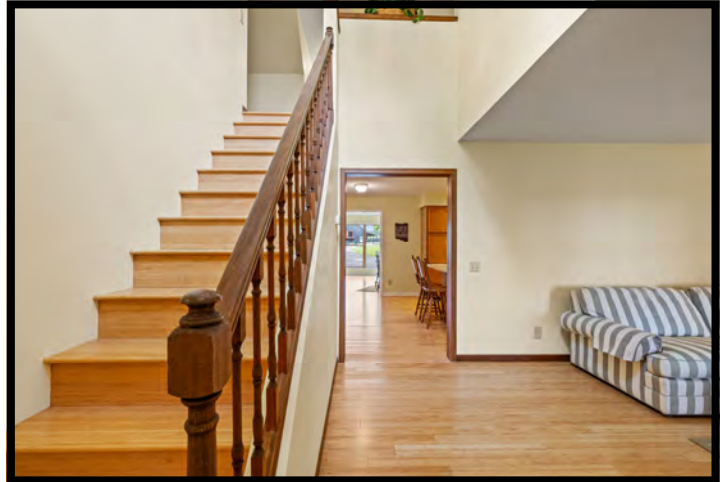
Further contributing to the bucolic landscape are numerous mature Kentucky Native trees and a large natural-fed pond.

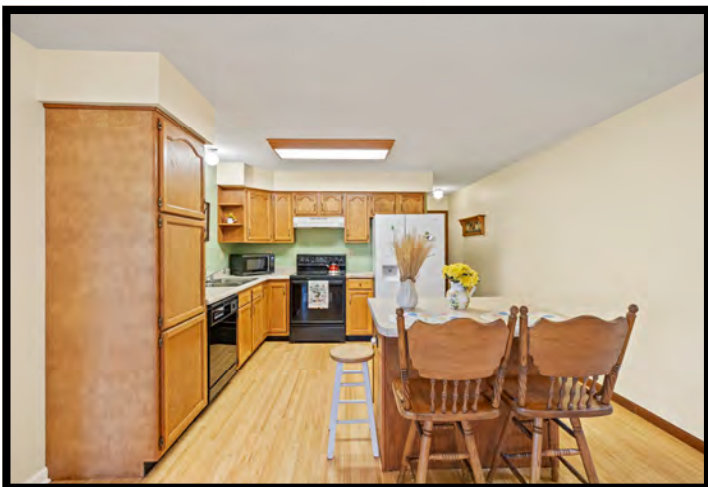
Well-located, well-equipped, and rooted in heritage, this farm is ready for livestock, recreation, or as a peaceful rural retreat.

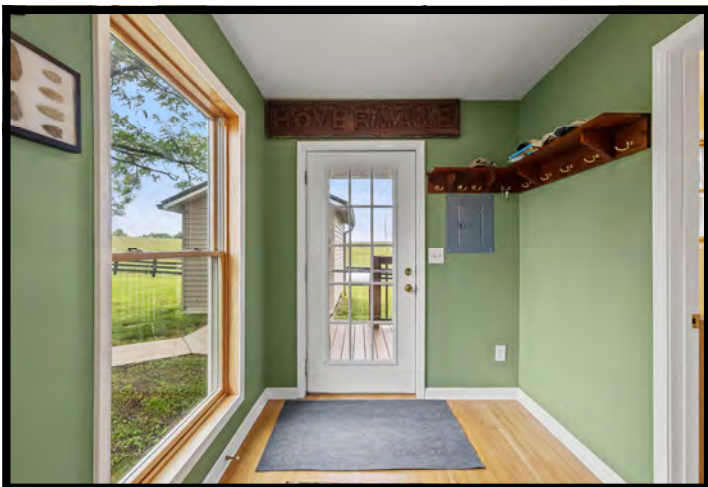


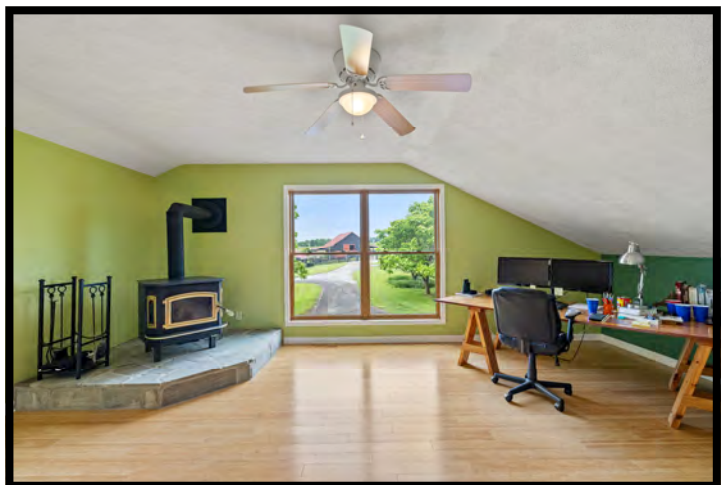
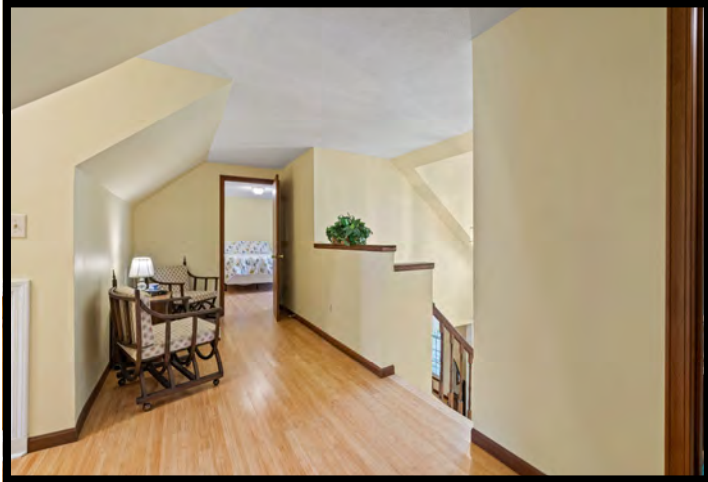










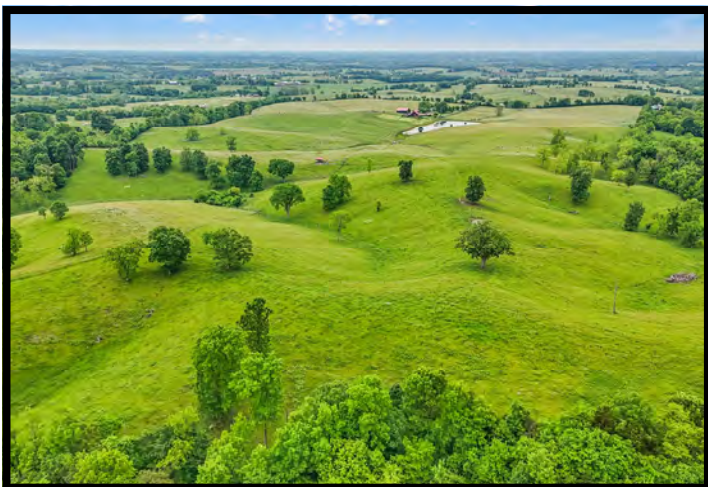




All of the information contained herein is deemed reliable but is not warranted; all figures, facts and boundaries are believed to be accurate but independent verification is strongly advised. Square footage measurements & school district information is believed to be accurate but independent verification is strongly advised. The listing broker or broker associates recommend interested parties, prior to closing, perform a complete property inspection (including but not limited to environmental assessments and percolation tests as may be necessary for BUYER'S intended use of the property) have the land surveyed by a licensed surveyor, the title searched and inspected by an attorney and any and all legal questions or concerns directed to legal counsel. The broker or broker associates will not advise on matters outside the scope of their real estate license.

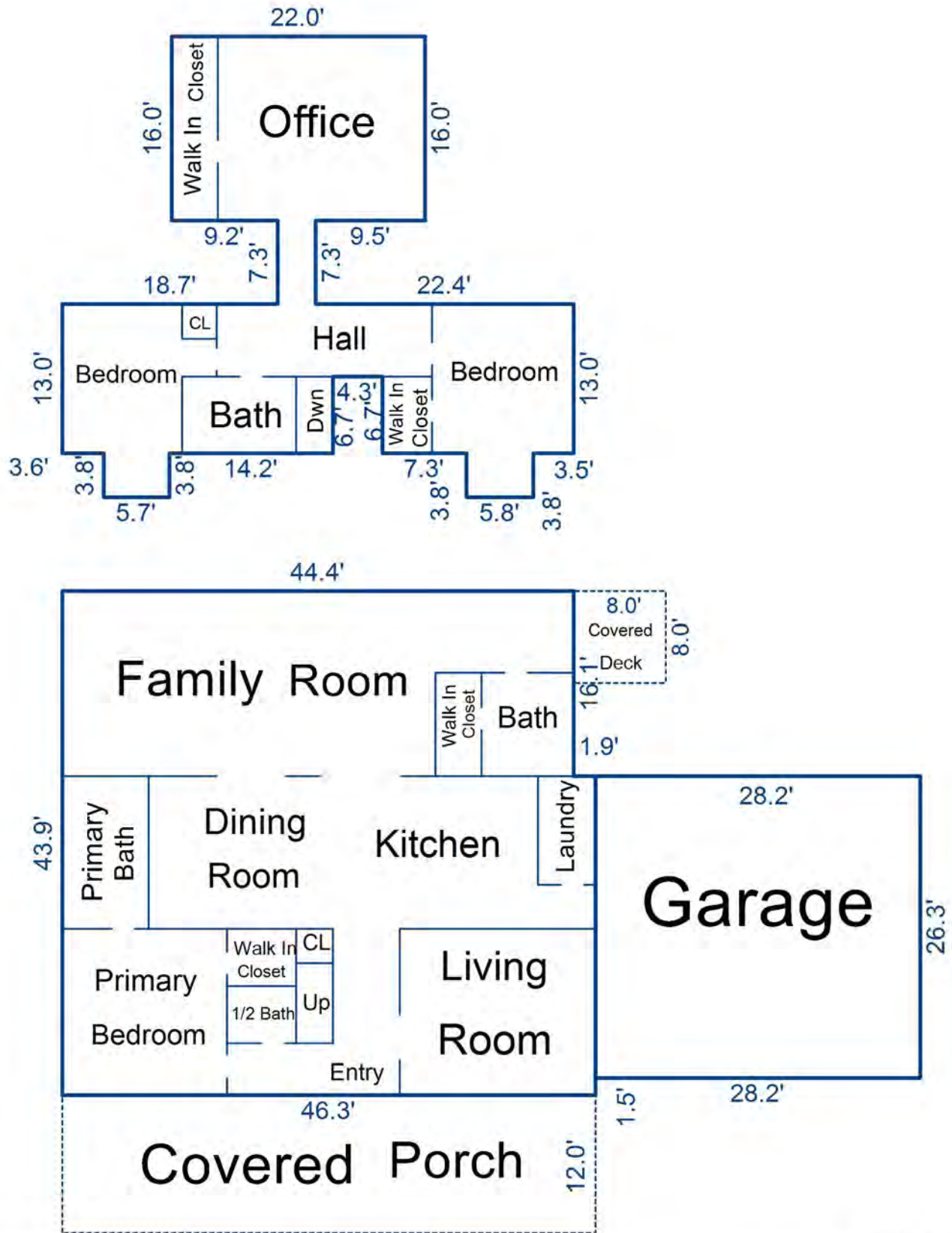






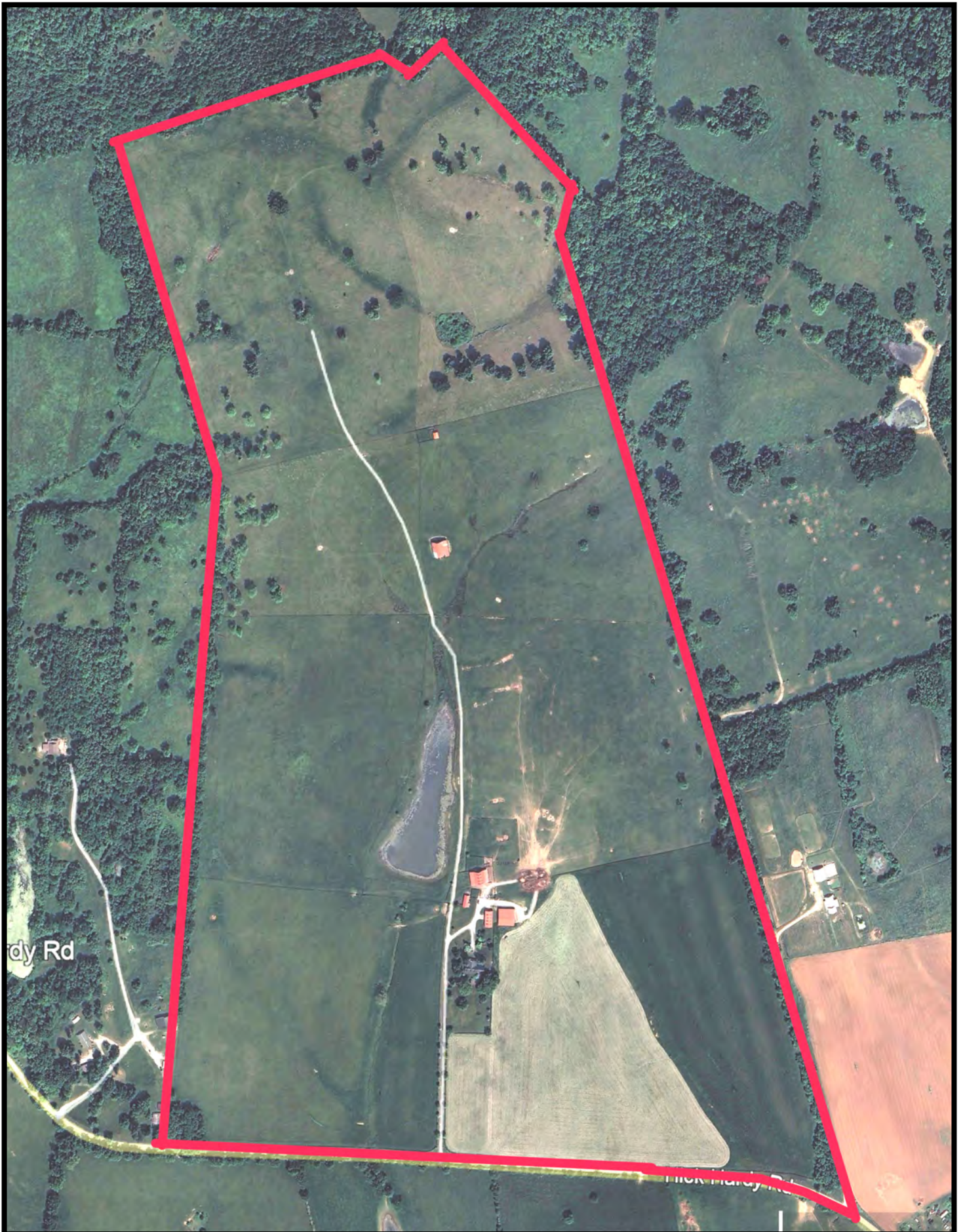
SKETCH ADDENDUM

Intended User
 Property Address 1120 Hick Hardy Road
 City Cynthiana County Harrison State KY Zip Code 41031
 Client Zach Davis c/o Kirkpatrick & Co



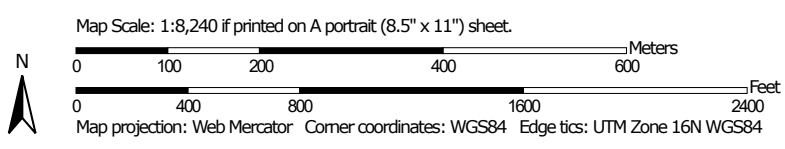
Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY						AREA CALCULATIONS BREAKDOWN				
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area
GLA1	First Floor	1.0	2002.0	180.4	2002.0	First Floor	46.3 x	1.5 =		69.4
GLA2	Second Floor	1.0	968.2	227.4	968.2		46.3 x	26.3 =		1217.7
GAR	Garage	1.0	741.7	109.0	741.7		44.4 x	16.1 =		714.8
P/P	Porch	1.0	555.6	116.6		Second Floor	5.7 x	3.8 =		21.7
	Deck	1.0	64.0	32.0	619.6		5.8 x	3.8 =		22.0
							22.0 x	16.0 =		352.0
							7.3 x	3.3 =		24.1
							44.4 x	6.3 =		279.7
							16.6 x	6.7 =		111.2
							23.5 x	6.7 =		157.5
	Net LIVABLE		(rounded)		2,970	10 total items		(rounded)		2,970


























Property boundaries are only approximations and do not represent actual property lines. This is for illustration purposes only.

Farmland Classification—Bourbon and Nicholas Counties, Kentucky
 Property boundaries are only approximations and do not represent actual property lines.
 This is for illustration purposes only.





Farmland Classification—Bourbon and Nicholas Counties, Kentucky

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Soil Rating Points Not rated or not available		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		All areas are prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance, if drained		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if drained		Farmland of statewide importance
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated and drained		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season

Farmland Classification—Bourbon and Nicholas Counties, Kentucky

	Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance
	Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not rated or not available
	Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Water Features
	Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Streams and Canals
	Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Transportation
			Farmland of local importance		Rails
			Farmland of local importance, if irrigated		Interstate Highways
					US Routes
					Major Roads
					Local Roads
					Background
					Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bourbon and Nicholas Counties, Kentucky
 Survey Area Data: Version 21, Aug 30, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 27, 2019—Sep 22, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CnD	Cynthiana-Faywood complex, very rocky, 6 to 20 percent slopes	Not prime farmland	3.2	1.6%
EfD3	Eden flaggy silty clay, 6 to 20 percent slopes, severely eroded	Not prime farmland	21.0	10.5%
EfE3	Eden flaggy silty clay, 20 to 30 percent slopes, severely eroded	Not prime farmland	30.0	15.0%
FwB	Faywood silt loam, 2 to 6 percent slopes	All areas are prime farmland	23.0	11.5%
FwC	Faywood silt loam, 6 to 12 percent slopes	Farmland of statewide importance	58.4	29.2%
FyD	Faywood silty clay loam, 12 to 20 percent slopes	Not prime farmland	11.3	5.7%
uLfC	Lowell-Faywood silt loams, 6 to 12 percent slopes	Farmland of statewide importance	20.7	10.4%
uLsoB	Lowell-Sandview silt loams, 2 to 6 percent slopes	All areas are prime farmland	28.7	14.4%
W	Water	Not prime farmland	3.5	1.7%
Totals for Area of Interest			199.6	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO. CODE & ADMIN. LOCATION 21 181	2. SIGN-UP NUMBER 203
	3. CONTRACT NUMBER 11003	4. ACRES FOR ENROLLMENT 162.29
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) BOURBON COUNTY FARM SERVICE AGENCY 609 MILLERSBURG RD PARIS, KY 40361-8837	6. TRACT NUMBER 45	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2021 09/30/2021 SH 9-20-21 SH 9-20-21
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (609) 987-1295	8. SIGNUP TYPE: Grasslands	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 15.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 2,434.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	45	0001	CP88	84.03	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		45	0002	CP88	32.47	\$ 0.00
		45	0003	CP88	6.72	\$ 0.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
PETER J SZAK 1040 HICK HARDY RD CYNTHIANA, KY 41031-7479	50.00 %	<i>Peter J Szak</i>		8/17/2021
GAYLA P SZAK 1040 HICK HARDY RD CYNTHIANA, KY 41031-7479	50.00 %	<i>Gayla P Szak</i>		08/17/2021
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i> CED	B. DATE (MM-DD-YYYY) 9/22/21
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2900 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

PSS
8/4/2021

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. **CRP contract or CRP-1** means the CRP documents including not only form CRP-1, but also the applicable CRP-1 appendix, the conservation plan, any addendums, and the terms of any required easement, if applicable, entered into between the Commodity Credit Corporation (CCC) and the participant. Such CRP contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A. By signing the CRP-1, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the CRP contract for the contract period and, if applicable, any easement period, and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B. Except as allowed by law, land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise by CCC, in writing, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A. Any person who enters into this CRP contract at any time, who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.), shall be ineligible to receive any payments under this CRP contract unless such person meets the requirements of 7 CFR Part 1400, which shall be applicable to this CRP contract.

4. AGREEMENT

- A. The participant agrees:
 - (1) That form CRP-2, CRP-2C, or CRP-2G, as applicable, and CRP-1 shall be considered an offer to enter into the CRP on the terms specified on the CRP contract. The offer, until revoked, may be accepted by CCC, provided further that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix or 7 CFR Part 1410;
 - (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years from the effective date of the CRP contract executed by CCC;

- (3) To comply with the terms and conditions of this CRP contract, including implementing the conservation plan in accordance with the schedule of dates in such conservation plan;
- (4) To establish and maintain the practices agreed to on the CRP-1 and in the conservation plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of, trees or forage (except where authorized for CRP-Grasslands) or other cover on the land subject to this CRP contract including the shearing or shaping of trees for future use as Christmas trees; however, CCC may, in its discretion and only in writing or by publication intended for a general allowance for land enrolled in CRP in particular States or regions, permit, in certain emergencies, certain commercial uses as specified by CCC, which uses may be conditioned on a reduction in CRP payments otherwise payable under this CRP contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this CRP contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the CCC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency or successor agency;
- (8) To control on land subject to this CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land, taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the approved cover during the primary nesting season, except as approved by CCC;
- (10) To annually file required forms as requested by CCC for payment limitation determinations; provided, that annual rental payments shall be attributed towards the \$50,000 annual payment limitation; further, that for purposes of the annual payment limitation for each participant, incentive payments, except for Practice Incentive Payments and incentive payments to encourage proper tree thinning and other practices to improve the condition of resources, promote forest management, or enhance wildlife, shall be attributed towards the \$50,000 annual payment limitation; provided further, that Signup Incentive Payments shall also be attributed towards such \$50,000 annual payment limitation and shall be attributed to the Fiscal Year in which the participant's CRP contract was approved by CCC;
- (11) To file applicable forms required by CCC for Adjusted Gross Income determinations;
- (12) That it is understood that any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U. S. Government; provided further that offsets for debts owed to agencies of the U. S. Government shall be made prior to making any payments to participants or their assignees;
- (13) To perform management activities specified in the conservation plan;
- (14) To carry out thinning and similar conservation practices, as specified in the conservation plan, to enhance the conservation benefits and wildlife habitat resources applicable to the CRP practice, and to promote forest management on land devoted to trees, excluding windbreaks and shelterbelts;
- (15) To comply with noxious weed laws of the applicable State or local jurisdiction on land subject to this CRP contract; and
- (16) That the participant is jointly and severally liable, if the participant has a share of the annual rental payment greater than zero, with the other participants on this CRP contract, for compliance with the provisions of such CRP contract, and for any refunds or payment adjustments that may be required for violations of any of the terms and conditions of this CRP contract.

B. CCC agrees:

- (1) When CCC determines that cost-sharing is appropriate and in the public interest, to share the cost with owners and operators of installing an eligible CRP practice agreed to on the CRP-1 and in the conservation plan, except that, in no case may the CCC cost exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this CRP contract is signed by the participant, unless the CCC otherwise approves in writing such amount, provided further, that such approval must specifically reference the particular land enrolled in the CRP under this CRP contract;
- (2) To pay the agreed-upon annual rental payment, including any related incentive payment if applicable, based upon the shares specified on the CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on any payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.
- (5) To make other payments not listed above, as appropriate and applicable.

5. CONSERVATION PLAN**A. Subject to the approval of CCC, the conservation plan will include the following information and requirements:**

- (1) The CRP practice and approved cover to be established on the land subject to this CRP contract.
- (2) A tree planting plan or forest stewardship plan, developed in cooperation with the Forest Service or State Forestry Agency, if trees are to be established as the approved cover on the land subject to this CRP contract.
- (3) A schedule of operations, activities, and completion dates for establishment of the approved cover on the land subject to this CRP contract.
- (4) The level of environmental benefits which must be attained on the land subject to this CRP contract.
- (5) Any other practices required for the establishment and maintenance of the approved cover on the land subject to this CRP contract including control of weeds, insects, pests, and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The approved cover will not be disturbed during the primary nesting season except as approved by CCC.
- (7) Management activities described in paragraph 6 of this Appendix.

B. By signing the conservation plan, the participant agrees to implement the CRP practices specified in such conservation plan on the land subject to this CRP contract.**6. MANAGEMENT ACTIVITIES**

Except for land enrolled under a CRP-grassland signup, management activities designed to ensure plant diversity and wildlife benefits while ensuring protection of the soil and water resources must be conducted as needed throughout the contract period as specified in the conservation plan. However, the planned management activity is not required to be completed in the case where a natural disaster or adverse weather event occurs that has the same effect of the planned management activity, as determined by CCC. CCC will not provide any cost-share payment for any management activities.

7. COST-SHARE PAYMENTS

- A. CCC cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been installed in compliance with the conservation plan and with appropriate standards and specifications.
- B. CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of installing the eligible practice agreed to on the CRP-1 and in the conservation plan, as determined by CCC. It is understood that:
- (1) all cost-share payments from all sources must be reported to CCC, and that a reduction in the CCC cost-share payment may be made if there are other cost-share payments received; provided further that such reductions will be made to the extent required or allowed by the CRP regulations;
 - (2) CCC cost-share payments, including practice incentive payments, made to a participant will not exceed the participant's actual contribution to the eligible costs of installing the practice;
 - (3) CCC will not make cost-share payments with respect to this CRP contract if any other Federal cost-share assistance has been, or is being, made with respect to the land subject to this CRP contract, provided further that participant must refund to CCC all cost-share payments received if other Federal cost-share assistance is received with respect to the land subject to this CRP contract;
 - (4) the amount of the CCC cost-share payments, including practice incentive payments, may not be an amount that, when added to such assistance from other sources, exceeds 100 percent of the actual cost of installing the practice;
 - (5) cost-share payments for eligible seed related to the installation of approved cover will not exceed 50 percent of the actual cost of the eligible seed mixture; and
 - (6) a practice incentive payment may be made available, in accordance with CRP regulations and policies, to a participant to whom CCC has made a cost-share payment, after a determination by CCC that an eligible CRP practice, or an identifiable unit thereof if approved by CCC, has been installed in compliance with the appropriate standards and specifications; provided further that the practice incentive payment will be considered a cost-share payment.
- C. Except as otherwise provided for in CRP regulations, cost-share assistance may be made available under the CRP only for the installation of an eligible CRP practice agreed to on the CRP-1 and in the conservation plan. In order to receive cost-share assistance, the participant, upon completion of the practice, must file the appropriate form approved by CCC, for approval by CCC.

8. PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A. Payments shall not be paid under this CRP contract if CCC determines that:
- (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided the operator and tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the CRP; or
 - (ii) reduced the number of tenants on the farm as a result of, or in anticipation of, enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the CRP if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP contract.

(2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.

If any conditions identified in 8.A (1) or (2) occur or are discovered after payments have been made, all or any part of such payments, as determined by CCC, must be refunded with interest and no further payments will be made.

- B.** After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of this CRP contract and for payments to be made under this CRP contract if such tenant or operator, as determined by CCC:
- (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation of, or because of, participation in the CRP;
 - (2) fails to maintain tenancy, as determined by CCC, throughout the contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the contract period and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this CRP contract within the time required by CCC; or
 - (5) was removed for cause, as determined by CCC.
- C.** The removal of an operator or tenant from a CRP contract shall not release the operator or tenant from liabilities for actions arising before such removal.

9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A.** A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract or a determination made by CCC pursuant to CRP regulations, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this CRP contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to this CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B.** Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C.** The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

10. LIQUIDATED DAMAGES

It is mutually agreed that in the event this CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due for breach of contract prescribed in this CRP contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on the CRP-1 by, (2) the number of acres on which the breach of contract occurred, as determined by CCC. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this CRP contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

12. CORRECTIONS

CCC reserves the right to:

- (1) Correct all errors arising from the entering of data or making of computations for this CRP contract;
- (2) Modify this CRP contract to correct any payment amount for or related to this CRP contract upon a determination by CCC that such payment amount is the result of error or miscalculation.

13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract, then CCC may either terminate this contract in whole or in part, and require such participant to refund, with interest, any or all payments that were made by CCC under this CRP contract, or require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Even if CCC determines that such failure does not warrant termination in whole or in part, CCC may still require such participant to refund, with interest, any or all payments that CCC made under this CRP contract, or require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Participants that sign this CRP contract with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

14. CONTRACT MODIFICATIONS

A. CCC may modify this CRP contract to add or substitute certain practices when:

- (1) The installed practice failed to adequately control erosion through no fault of the participants;
- (2) The installed practice has deteriorated because of conditions beyond the control of the participants; or
- (3) Another practice will achieve at least the same level of environmental benefits.

B. Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this CRP contract involve a technical aspect of a participant's conservation plan.

C. CCC may modify this CRP contract at any time by reducing the number of acres enrolled under this CRP contract if CCC determines that doing so is necessary to remain in compliance with any statutorily-set maximum number of acres that can be enrolled in the CRP during any fiscal year(s), in a manner that CCC determines is in the best interest of the CRP. This provision does not apply to acreage enrolled in CRP pursuant to a Conservation Reserve Enhancement Program agreement.

15. EFFECTIVE DATE AND CHANGES TO CRP CONTRACT

A. Within the dates established by CCC, the CRP contract must be signed by all required participants.

B. This CRP contract is effective when, as determined by CCC, it has been signed by the participants and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, this CRP contract may not be revoked or revised unless by mutual agreement of the participants and an authorized representative of CCC. If, after the effective date of this CRP contract, CCC determines that any portion of the land subject to this CRP contract was erroneously enrolled or otherwise ineligible for enrollment, CCC may terminate this CRP contract in whole or in part. Such termination shall not affect payments already made to the participants as of the time of termination.

C. In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

16. TRANSFER OF LAND

A. If a new owner or operator purchases or obtains the right and interest in, or right to occupancy of, the land subject to this CRP contract, such new owner or operator, upon the approval of CCC, may become a participant to this CRP contract with CCC under the same terms and conditions covering such transferred land.

B. With respect to the transferred land, if the new owner or operator becomes a successor to this CRP contract, the new owner or operator shall assume all obligations under this CRP contract of the previous participant, unless otherwise approved by CCC.

- C. If the new owner or operator becomes a successor to this CRP contract with CCC:
- (1) Cost-share payments shall be made to the participant who installed the practice; and
 - (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided between the participants, as determined by CCC.
- D. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to this CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of this CRP contract for which the CCC may terminate this CRP contract and enforce the remedies provided in this Appendix.
- E. If a participant transfers all or part of the right and interest in, or right to occupancy of, the land subject to this CRP contract, and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
- (1) Forfeit all rights to any future payments with respect to such land;
 - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
 - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

Paperwork Reduction Act (PRA) Statement: *The information collection is exempted from the Paperwork Reduction Act as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

SELLER'S REAL PROPERTY HISTORY – FARM PROPERTY

For use only by members of Bluegrass REALTORS®

PROPERTY ADDRESS: 1120 Hick Hardy Road, Cynthiana, KY 41031

DATE: 05/21/2025

Please answer all questions. Mark yes or no to all questions. If answer is yes, please explain in item #13.

	Yes	No	Unknown
1. MAIN RESIDENCE – HOUSE SYSTEMS			
Are you aware of any problems affecting:			
(a) Electrical wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Plumbing/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Pool/Hot tubs/Sauna.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Doors and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. MAIN RESIDENCE – FOUNDATION			
(a) Are you aware of any problems concerning the basement?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any problems concerning sliding, settling, movement upheaval, or earth stability?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are you aware of any defects or problems relating to the foundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. MAIN RESIDENCE – ROOF			
(a) Has the roof ever leaked?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the roof ever been repaired?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you know of any problems with the roof.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. MAIN RESIDENCE – ALE/LEAD-BASED PAINT			
(a) Was residence built before 1978?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(If yes, seller may not accept and buyer should not present an offer to purchase contract that does not include a "Disclosure of Information and Acknowledgement of Lead-Based Paint and/or Hazards" addendum acknowledging receipt of the EPA pamphlet "Protect Your Family From Lead in Your Home".)			
5. DRAINAGE			
(a) Is this property located in a flood plain zone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the property ever had a drainage, flooding or grading problem?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. BOUNDARIES			
(a) Have you ever had a survey of your property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Do you know the boundaries of your property?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are the boundaries of your property marked in any way?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are you aware of any encroachments, recorded or unrecorded easements relating to this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Is there any common fencing? If yes, explain any agreement and common maintenance.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Any improvements shared in common with adjoining or adjacent properties?....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HOMEOWNER'S ASSOCIATION			
(a) Is the property subject to rules or regulations of any homeowner's association? If yes, please supply copy of rules and regulations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. WATER			
(a) Are all the improvements connected to a public water system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) IF NOT, please state your water sources and explain.			
(c) Has your water system ever gone dry? If yes, explain.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of any problems with your water lines and/or waterers?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Is your water supply shared with anyone else?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. AUXILIARY HOUSES			
(a) Are you aware of any problems affecting any of the mechanical systems, structure Or roof on any of the auxiliary houses?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Were any auxiliary houses built before 1978?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(If yes seller may not accept and buyer should not present an offer to purchase contract that does not include a "Disclosure of Information and Acknowledgement of Lead-Based Paint and/or Hazards" addendum acknowledging receipt of the EPA pamphlet "Protect Your Family From Lead in Your Home".)			
10. BARNS/OUTBUILDINGS			
(a) Are you aware of any problems affecting any of the mechanical systems, Structure, or roof on any of the barns or outbuildings?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Yes No Unknown

11. UTILITIES

(a) Are you aware of the location of the following underground utilities?

- 1) Water lines Yes No Unknown
- 2) Electric lines Yes No Unknown
- 3) Natural Gas/Propane Yes No Unknown
- 4) Telephone lines Yes No Unknown
- 5) Septic/Field lines Yes No Unknown

(b) If you answered yes to any of the above, can you furnish a diagram of same? Yes No Unknown

12. MISCELLANEOUS

- (a) To your knowledge, does the property have any ureaformaldehyde or asbestos materials used in construction? Yes No Unknown
- (b) Do you know of any violations of local, state or federal government laws or regulations relating to this property? Yes No Unknown
- (c) Are you aware of any Radon test being performed on this property? Yes No Unknown
- (d) Are you aware of any existing or threatened legal action affecting this property? Yes No Unknown
- (f) Are there any assessments other than property assessments that apply to this property? Yes No Unknown
- (g) Are you aware of any damage due to wood infestation? Yes No Unknown
- (h) Have the house and/or other improvements ever been treated for wood infestation? If yes, when and by whom? Yes No Unknown
- (i) Are you aware of any underground storage tanks? Yes No Unknown
- (j) Are you aware of any past or present chemical contamination to the soil and/or water on this property? Yes No Unknown
- (k) Are you aware of any dumps on the property, present or past? Yes No Unknown
- (l) Are any sink holes being used as a dump? Yes No Unknown
- (m) To your knowledge, has the property been used for anything besides agricultural purposes? Yes No Unknown
- (n) Are there any leases on the property (e.g. tobacco, mineral, timber, etc.)? Yes No Unknown
- (o) Have you ever had a soil analysis done? Yes No Unknown
If yes, by whom and when. UK Extension, annually
- (p) Are you aware of any other fact, conditions or circumstances which may affect the desirability of this property? Yes No Unknown
- (q) Are you aware of any cemeteries, burial grounds or burial sites located on or within the boundaries of this property? Yes No Unknown

13. If the answer was "yes" to any of the above questions, please explain.

6(e) Shared maintenance
 12(m) Cattle lease with Kyle & Maggie Bush includes 30-day notice
 12(q) Cemetery in southwest corner is fenced off.

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS INFORMATION IS PROVIDED BY THE SELLER FOR THE BENEFIT OF THE PROSPECTIVE BUYER(S). THIS INFORMATION IS BELIEVED TO BE ACCURATE BUT NOT WARRANTED BY ANY REALTOR.

Peter Szak
 SELLER
 DATE _____ TIME _____
dotloop verified
05/21/25 10:19 AM EDT
68X-EYKU-LZDT-PZFY

Jayla Szak
 SELLER
 DATE _____ TIME _____
dotloop verified
05/21/25 9:56 AM EDT
VDFM-Y3N2-QGKW-WOG3

IF THIS FORM IS BLANK, THE BROKER/AGENT'S SIGNATURE BELOW CONSTITUTES NOTICE TO THE BUYER THAT THE SELLER HAS DECLINED TO PROVIDE THE INFORMATION NECESSARY TO COMPLETE THIS FORM.

BROKER/AGENT: _____ DATE: _____ TIME: _____

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THE "SELLER'S REAL PROPERTY HISTORY".

 BUYER DATE _____ TIME _____

 BUYER DATE _____ TIME _____

If you have specific questions please consult an attorney. Bluegrass Realtors disclaims any and all liability that may result from your use of this form.

KENTUCKY REAL ESTATE COMMISSION



Public Protection Cabinet
 Mayo-Underwood Building
 500 Mero Street 2NE09
 Frankfort, Kentucky 40601
 (502) 564-7760
<http://krec.ky.gov>



SELLER'S DISCLOSURE OF PROPERTY CONDITION

This form applies to **residential real estate sales and purchases**. This form is **not required** for:

1. Residential purchases of new construction homes if a warranty is provided; or
2. Sales of real estate at auction; or
3. A court supervised foreclosure

As a Seller, you are asked to disclose what you know about the property you are selling. **Your answers to the questions in this form must be based on the best of your knowledge of the property you are selling, however and whenever you gained that knowledge.** Please take your time to answer these questions accurately and completely.

Property Address
 1120 Hick Hardy Road

City Cynthiana	State KY	Zip 41031
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PURPOSE OF DISCLOSURE FORM: Completion of this form shall satisfy the requirements of KRS 324.360 that mandates the "seller's disclosure of conditions" relevant to the listed property. This disclosure is based on the Seller's knowledge of the property's condition and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the property or the improvements on it. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. The Buyer is encouraged to obtain his or her own professional inspections of this property.

INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the real estate agent to complete this form on your behalf in accordance with KRS 324.360(9). (5) If an item does not apply to your property, mark "not applicable." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regarding the property. This information is true and accurate to the best of my / our knowledge as of the date signed. Seller(s) authorize(s) the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

Answer all questions to the BEST OF YOUR KNOWLEDGE. Attach additional sheets as necessary.

1. PRELIMINARY DISCLOSURES	N/A	YES	NO	UN-KNOWN
a. Have you ever lived in the house? If yes, please indicate the length of time: Visit regularly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. List the date (month / year) you purchased the house. September 2010				
c. Do you own the property as (an) individual(s) or as representative(s) of a company?				
Explain: Individual				
d. Has the house been used as a rental? If yes, length of time rented?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Has this house ever been vacant (not lived-in) for more than three (3) consecutive months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Has this house ever been used for anything other than a residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain: Visit several times/week. Used as guest house and office.				

Seller Initials Date/Time

 Seller Initials Date/Time

Buyer Initials Date/Time

 Buyer Initials Date/Time

PROPERTY ADDRESS: 1120 Hick Hardy Road, Cynthiana, KY 41031

2. HOUSE SYSTEMS		N/A	YES	NO	UN-KNOWN
Whether or not they have been corrected, state whether there have been problems affecting:					
a. Plumbing		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Electrical system		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Appliances		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Ceiling and attic fans		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Security system		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Sump pump		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Chimneys, fireplaces, inserts		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Pool, hot tub, sauna		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Sprinkler system		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Heating system	age of system: 30 & 14 years	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. Cooling/air conditioning system	age of system: 30 & 14 years	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. Water heater	age of system: 30 years	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve these problems:



2(a) Pipes froze upstairs in 2011. Immediately repaired.
 2(k) Recharged with freon or equivalent

3. BUILDING STRUCTURE		N/A	YES	NO	UN-KNOWN
a. Whether or not they have been corrected, state whether there have been problems affecting:					
1) The foundation or slab		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) The structure or exterior veneer		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) The floors and walls		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) The doors and windows		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. 1) Has the basement ever leaked?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) If so, when did the basement last leak?					
3) Have you ever had any repairs done to the basement?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) If you have had basement leaks repaired, when was the repair done?					
5) If the basement presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)					
Explain:					
c. Have you experienced, or are you aware of, any water or drainage problems in the crawl space?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Are you aware of any damage to wood due to moisture or rot?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Are you aware of any present or past wood infestation (e.g., termites, borers, carpenter ants, fungi, etc.)?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Are you aware of any damage due to wood infestation?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Has the house or any other improvement been treated for wood infestation?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) If yes, by whom?					
3) Is there a warranty?					

Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:

3(a)1) Upon purchase 2011, cinder block showed signs of minor settlement. Leveled structure and repaired cracks.
 3(a)4) 3 windows replaced on 2nd floor in 2024

4. ROOF		N/A	YES	NO	UN-KNOWN
a. How old is the roof covering? Age of the roof if known: 14 years		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the roof leaked at any time since you have owned or lived at the property?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Has the roof leaked at any time before you owned or lived at the property?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. When was the last time the roof leaked? 2011					
e. Have you ever had any repairs done to the roof?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Seller Initials _____ Date/Time _____
 Seller Initials _____ Date/Time _____

 Buyer Initials _____ Date/Time _____

 Buyer Initials _____ Date/Time _____

PROPERTY ADDRESS: 1120 Hick Hardy Road, Cynthiana, KY 41031

f. Have you ever had the roof replaced?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, when? 2011				
g. If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)				
Explain:				
h. Have you ever had roof repairs that involved placing shingles on the roof instead of replacing the entire roof covering? If so, when?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:				


5. LAND / DRAINAGE	N/A	YES	NO	UN-KNOWN
a. Whether or not they have been corrected, state whether there have been problems affecting:				
1) Soil stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Drainage, flooding, or grading	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Outbuildings or unattached structures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the house located within a Special Flood Hazard Area (SFHA) mandating the purchase of flood insurance for federally backed mortgages?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, what is the flood zone?				
c. Is there a retention / detention basin, pond, lake, creek, spring, or water shed on or adjoining this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any deficiencies noted in this Section and/or corrections or repairs to resolve those problems:				


5(a)1 Sinkholes typical of Ky topography 5(c) Pond

6. BOUNDARIES	N/A	YES	NO	UN-KNOWN
a. Have you ever had a staked or pinned survey of the property performed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you in possession of a copy of any survey of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are the boundaries marked in any way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Explain:				
d. Do you know the boundaries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explain:				
e. Are there any encroachments or unrecorded easements relating to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:				

7. WATER	N/A	YES	NO	UN-KNOWN
a. Source of water supply: Harrison County Water				
b. Are you aware of below normal water supply or water pressure?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Has your water ever been tested? If so, attach the results or explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:				

8. SEWER SYSTEM	N/A	YES	NO	UN-KNOWN
a. Property is serviced by:				
1. Category I: Public Municipal Treatment Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Category II: Private Treatment Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Category III: Subdivision Package Plant	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Category IV: Single Home Aerobic Treatment System (HOME PACKAGE PLANT)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Category V: Septic Tank with drain field, lagoon, wetland, or other onsite dispersal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Category VI: Septic Tank with dispersal to an offsite, multi-property cluster treatment system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Category VII: No Treatment/Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name of Servicer:				
b. For properties with Category IV, V, or VI systems				
Date of last inspection (sewer):				
Date of last inspection (septic): July 2020	Date last cleaned (septic): July 2020			
c. Are you aware of any problems with the sewer system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller Initials  9:55 AM EDT dotloop verified Date/Time

 Seller Initials  10:19 AM EDT dotloop verified Date/Time

Buyer Initials Date/Time

 Buyer Initials Date/Time

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Please explain any deficiencies noted in this Section:

9. CONSTRUCTION / REMODELING	N/A	YES	NO	UN-KNOWN
a. Have there been any additions, structural modifications, or other alterations made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If so, were all necessary permits and government approvals obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain:

10. HOMEOWNERS ASSOCIATION (HOA)	N/A	YES	NO	UN-KNOWN
a. 1) Is the property subject to any restrictions, rules, or regulations of a Homeowners Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) If yes, what is the annual or monthly assessment?				
3) HOA Name:				
HOA Primary Contact Name:				
HOA Primary Contact Phone No. and email address:				

b. Is the property a condominium?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, you must also complete KREC Form 404, the Condominium Seller's Certificate				
c. Are you aware of any condition or legal action that may result in an increase in dues, taxes or assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Are there any pet or rental restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain: 10(d) Farm fencing

11. HAZARDOUS CONDITIONS	N/A	YES	NO	UN-KNOWN
a. Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns, or abandoned wells on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of any other environmental hazards? (e.g., carbon monoxide, hazardous waste, water contamination, asbestos, the use of urea formaldehyde, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LEAD BASED PAINT DISCLOSURE REQUIREMENT
 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, which may cause certain health risks.

c. Was this house built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Are you aware of the existence of lead-based paint in or on this house?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RADON DISCLOSURE REQUIREMENT
 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks, including lung cancer. The Kentucky Department for Public Health recommends radon testing. For more information, visit chfs.ky.gov and search "radon."

e. 1) Are you aware of any testing for radon gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) If yes, what were the results?				
f. 1) Is there a radon mitigation system installed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) If yes, is it functioning properly?				

METHAMPHETAMINE CONTAMINATION DISCLOSURE REQUIREMENT
 A property owner who chooses NOT to decontaminate a property used in the production of methamphetamine MUST make written disclosure of methamphetamine contamination pursuant to KRS 224.1-410(10) and 902 KAR 47:200. Failure to properly disclose methamphetamine contamination is a Class D Felony under KRS 224.99-010.


g. 1) Is the property currently contaminated by the production of methamphetamine?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) If no, has the property been professionally decontaminated from methamphetamine contamination?				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain:

12. MISCELLANEOUS	N/A	YES	NO	UN-KNOWN
a. Are you aware of any existing or threatened legal action affecting this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are there any assessments other than property assessments that apply to this property (e.g. sewer assessments)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller Initials  Date/Time

Buyer Initials Date/Time

Seller Initials  Date/Time

Buyer Initials Date/Time

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c. Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Are there any transferable warranties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain:

e. Has this house ever been damaged by fire or other disaster?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

f. Are you aware of the existence of mold or other fungi on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Has this house ever had pets living in it?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain:

13. ADDITIONAL INFORMATION

Do you know anything else about the property that that should be disclosed to the Buyer?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If yes, please provide details in the space provided, below. Attach additional sheets, as necessary.

11(a) Previously used fresh water cistern
 13 CRP Grassland Reserve Program enrolled 8/2021 - 8/2031. Receive \$2,434/year.

14. SELLER(S) CERTIFICATION (CHOOSE ONE)

As Seller(s) I / we hereby certify that the information disclosed above is complete and accurate to the best of my / our knowledge and belief. I / we agree to immediately notify Buyer in writing of any changes that become known to me / us prior to closing.

Seller Signature	Date	Seller Signature	Date
<i>Jeffrey Szak</i>		<i>Peter Szak</i>	

As Seller(s) I / we hereby certify that my / our Real Estate Agent, _____ (print name) has completed this form with information provided by me / us at my / our direction and request. I / we further agree to hold the above-named agent harmless for any representations that appear on this form, in accordance with KRS 324.360(9).

Seller Signature	Date	Seller Signature	Date

As Seller(s) I / we refuse to complete this form and acknowledge that the Real Estate Agent will so inform the Buyer.

Seller Signature	Date	Seller Signature	Date

The Seller(s) refuse(s) to complete this form or to acknowledge such refusal.

Principal Broker / Real Estate Agent Print Name	Principal Broker / Real Estate Agent Signature	Date

The Buyer(s) hereby certifies they have received a copy of this Seller's Disclosure of Property form.

Buyer Signature	Date	Buyer Signature	Date

Seller Initials	Date/Time
<i>JS</i>	08/21/25 9:55 AM EDT
Seller Initials	Date/Time
<i>PS</i>	08/21/25 10:19 AM EDT

Buyer Initials	Date/Time
Buyer Initials	Date/Time

BLUEGRASS REALTORS
2250 Regency Road 276-3503

ADDENDUM TO UNIFORM REAL ESTATE SALES AND PURCHASE CONTRACT
For use only by members of Bluegrass Realtors

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT OF LEAD-BASED PAINT AND/OR HAZARDS

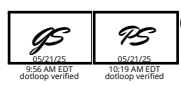
TODAY'S DATE: 05/16/2025 CONTRACT DATE: _____ CONTRACT # _____

PROPERTY ADDRESS: 1120 Hick Hardy Road, Cynthiana, Kentucky 41031

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.

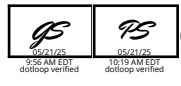
Seller's Disclosure (Initial)



(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or 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.

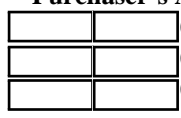


(b) Records and Reports available to the seller (check one below):

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

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

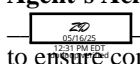
Purchaser's Acknowledgment (Initial)



- (c) Purchaser has received copies of all information listed above
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*
- (e) Purchaser has (check one below):

- Requested opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based hazards under the same terms and conditions as "Other Inspections". (See the offer to purchase contract.)
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)



(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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, that the information they have provided is true and accurate.

Seller	<i>Jayla Szak</i> dotloop verified 05/21/25 9:56 AM EDT KMFY-QERE-9HPS-OVGQ	Buyer	
Seller	<i>Peter Szak</i> dotloop verified 05/21/25 10:19 AM EDT KRTQ-VWAC-WI8W-GIXC	Buyer	
Agent	<i>Zach Davis</i> dotloop verified 05/16/25 12:31 PM EDT 5QSL-NRX6-7XYB-XYOP	Agent	