



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)

1 **SELLER** (Indicate Marital Status): Margaret A. Hays (Single person)

5 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
6 described below) 00 Bethel Church Road - 76 +/- acres Miami County Parcel ID 173050000001000 and Parcel ID 1493200000009000

10 Approximate date SELLER purchased Property: 1990. Property is
11 currently zoned as AG1

13 **1. NOTICE TO SELLER.**

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

20 **2. NOTICE TO BUYER.**

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

25 **3. WATER SOURCE.**

- 26 a. Is there a water source on or to the Property? Yes No
- 27 Public Private Well Cistern Other None
- 28 b. If well, state type _____ depth _____
- 29 1. Diameter _____ age _____
- 30 2. Has water ever been tested? Yes No
- 31 c. Other water systems & their condition: _____
- 32 d. Is there a water meter on the Property? Yes No
- 33 e. Is there a rural water certificate? Yes No
- 34 f. Other applicable information: _____

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

41 **4. GAS/ELECTRIC.**

- 42 a. Is there electric service on the Property? Yes No
- 43 If "Yes", is there a meter? N/A Yes No
- 44 b. Is there gas service on the Property? Yes No
- 45 If "Yes", what is the source? _____
- 46 c. Are you aware of any additional costs to hook up utilities? Yes No
- 47 d. Other applicable information: _____

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

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BUYER BUYER

- 53 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**
- 54 a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed
- 55 to be located in such as designated by FEMA which requires flood insurance? Yes No
- 56 b. Any drainage or flood problems on the Property or adjacent properties? Yes No
- 57 c. Any neighbors complaining Property causes drainage problems? Yes No
- 58 x d. The Property having had a stake survey? Yes No
- 59 e. Any boundaries of the Property being marked in any way? Yes No
- 60 f. Having an Improvement Location Certificate (ILC) for the Property? Yes No
- 61 g. Any fencing/gates on the Property? Yes No
- 62 If "Yes", does fencing/gates belong to the Property? Yes No
- 63 y h. Any encroachments, boundary line disputes, or non-utility
- 64 easements affecting the Property? Yes No
- 65 i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
- 66 problems that have occurred on the Property or in the immediate vicinity? Yes No
- 67 j. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 68 k. Other applicable information: _____

70 **If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty**

71 **information and other documentation:** _____

72 _____

73 _____

74 _____

75 **6. SEWAGE.**

- 76 a. Does the Property have any sewage facilities on or connected to it? Yes No
- 77 If "Yes", are they:
- 78 Public Sewer Private Sewer Septic System Cesspool
- 79 Lagoon Grinder Pump Other _____
- 80 If applicable, when last serviced? _____
- 81 By whom? _____
- 82 b. Has Property had any surface or subsurface soil testing related to
- 83 installation of sewage facility? N/A Yes No
- 84 c. Are you aware of any problems relating to the sewage facilities? Yes No

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

86 **other documentation:** _____

87 _____

88 _____

89 _____

90 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**

91 **(Check and complete applicable box(es))**

- 92 a. Are there leasehold interests in the Property? Yes No

93 If "Yes", complete the following:

94 Lessee is: Randy Kitchen

95 Contact number is: 913-755-3763

96 Seller is responsible for: 2022 crops if any remain with seller

97 Lessee is responsible for: _____

98 Split or Rent is: 1/3 - 2/3

99 Agreement between Seller and Lessee shall end on or before: _____

100 **Copy of Lease is attached.**

2020 ag income \$10,160.00 - 1/3 share

2021 ag income \$11,058.74 - 1/3 share

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101 b. Are there tenant's rights in the Property? Yes No
 102 If "Yes", complete the following:
 103 Tenant/Tenant Farmer is: Randy Kitchen
 104 Contact number is: 913-755-3763
 105 Seller is responsible for: _____
 106 Tenant/Tenant Farmer is responsible for: _____
 107 Split or Rent is: _____
 108 Agreement between Seller and Tenant shall end on or before: _____
 109 Copy of Agreement is attached.
 110 c. Do additional leasehold interests or tenant's rights exist? Yes No
 111 If "Yes", explain: _____
 112 _____
 113 _____

114 8. MINERAL RIGHTS (unless superseded by local, state or federal laws).
 115 Pass unencumbered with the land to the Buyer.
 116 Remain with the Seller.
 117 Have been previously assigned as follows: _____
 118 _____
 119 _____

120 9. WATER RIGHTS (unless superseded by local, state or federal laws).
 121 Pass unencumbered with the land to the Buyer.
 122 Remain with the Seller.
 123 Have been previously assigned as follows: _____
 124 _____
 125 _____

126 10. CROPS (planted at time of sale).
 127 Pass with the land to the Buyer.
 128 Remain with the Seller.
 129 Have been previously assigned as follows: 2022 crops remain with seller/tenant
 130 _____
 131 _____

132 ? **GOVERNMENT PROGRAMS.**
 133 a. Are you currently participating, or do you intend to participate, in any government
 134 farm program? Yes No
 135 b. Are you aware of any interest in all or part of the Property that has been reserved
 136 by previous owner or government action to benefit any other property? Yes No
 137
 138 If any of the answers in this section are "Yes", explain in detail or attach documentation: _____
 139 _____
 140 _____
 141 _____

142 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:
 143 a. Any underground storage tanks on or near Property? Yes No
 144 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
 145 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes No
 146 If "Yes", what is the location? _____
 147 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes No
 148 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
 149 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
 150 insulation on the Property or adjacent property? Yes No
 151 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
 152 in wet areas)? Yes No
 153 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
 154 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes No

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 SELLER SELLER BUYER BUYER

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

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

160
161
162
163 **13. OTHER MATTERS. ARE YOU AWARE OF:**

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

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

186
187
188
189 **14. UTILITIES.** Identify the name and phone number for utilities listed below.

190 Electric Company Name: _____ Phone # _____

191 Gas Company Name: _____ Phone # _____

192 Water Company Name: _____ Phone # _____

193 Other: _____ Phone # _____

194
195 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

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

197 If "Yes", list: _____

198
199
200 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

201
202 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing

203 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a

204 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this

205 information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will**

206 **promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes**

207 **prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in**

208 **writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional**

209 **changes. If attached, # _____ of pages).**

210

 SELLER	Initials _____	Initials _____	BUYER
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211 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
212 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN
213 ATTORNEY BEFORE SIGNING.

214
215 *Margaret A. Hays* 6/11/22
216 _____
217 SELLER DATE SELLER DATE
218

219 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 220
- 221 1. I understand and agree the information in this form is limited to information of which SELLER has actual
 - 222 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
 - 223 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
 - 224 concerning the condition or value of the Property.
 - 225 3. I agree to verify any of the above information, and any other important information provided by SELLER or
 - 226 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent
 - 227 investigation of my own. I have been specifically advised to have the Property examined by professional
 - 228 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
 - 229 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the
 - 230 Property.
 - 231 5. I specifically represent there are no important representations concerning the condition or value of the Property
 - 232 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by
 - 233 them.

234
235
236 _____
237 BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.