



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): Nunnenkamp Joint Rev Trust, Michael and Nancy
2
3 (married)
4

5 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
6 described below) S24, T27, R16, ACRES 76, S2 NE4 LESS: BEG@ NE/C SE4 NE4, S 350', W 338', N 140', W 40 6,
7 N 210' E TO POB AND EXC R/W
8
9

10 Approximate date SELLER purchased Property: June 2024. Property is
11 currently zoned as Agriculture
12

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.
19

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.
24

25 **3. WATER SOURCE.**
26 a. Is there a water source on or to the Property? Yes No
27 Public Private Well Cistern None Other _____
28 If well, state type _____ depth _____ diameter _____ age _____
29 Has water ever been tested? Yes No
30 b. Other water systems & their condition: _____
31 c. Is there a water meter on the Property? Yes No
32 d. Is there a rural water certificate? Yes No
33 e. Other applicable information: _____
34
35

36 If any of the answers in this section are "Yes", explain in detail or attach documentation: _____
37
38

39 **4. GAS/ELECTRIC.**
40 a. Is there electric service on the Property? Yes No
41 If "Yes", is there a meter? N/A Yes No
42

Mya YN Initials _____ Initials _____
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- 43 b. Is there gas service on the Property? Yes No
- 44 If "Yes", what is the source? _____
- 45 c. Are you aware of any additional costs to hook up utilities? Yes No
- 46 d. Other applicable information: _____

47 _____

48 _____

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

50 _____

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

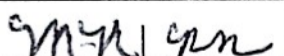
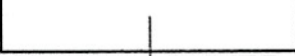
68 _____

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

71 _____

72 _____

- 73 **6. SEWAGE.**
- 74 a. Does the Property have any sewage facilities on or connected to it? Yes No
- 75 If "Yes", are they:
- 76 Public Sewer Private Sewer Septic System Cesspool
- 77 Lagoon Grinder Pump Other _____
- 78 If applicable, when last serviced? _____
- 79 By whom? _____
- 80 Approximate location of septic tank and/or absorption field: _____
- 81 _____
- 82 Has Property had any surface or subsurface soil testing related to installation
83 of sewage facility? N/A Yes No
- 84 b. Are you aware of any problems relating to the sewage facilities? Yes No
- 85
- 86


 Initials _____ Initials


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BUYER | BUYER

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

91 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**
92 **(Check and complete applicable box(es))**

93 a. Are there leasehold interests in the Property?Yes No
94 If "Yes", complete the following:

95 Lessee is: _____
96 Contact number is: _____
97 Seller is responsible for: _____
98 Lessee is responsible for: _____
99 Split or Rent is: _____

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

101 **Copy of Lease is attached.**

102 b. Are there tenant's rights in the Property?Yes No
103 If "Yes", complete the following:

104 Tenant/Tenant Farmer is: _____
105 Contact number is: _____
106 Seller is responsible for: _____
107 Tenant/Tenant Farmer is responsible for: _____
108 Split or Rent is: _____

109 Agreement between Seller and Tenant shall end on or before: _____

110 **Copy of Agreement is attached.**

111 c. Do additional leasehold interests or tenant's rights exist? Yes No
112 If "Yes", explain: _____

113 _____
114 _____
115 _____

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

- 117 Pass unencumbered with the land to the Buyer.
118 Remain with the Seller.
119 Have been previously assigned as follows: _____

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

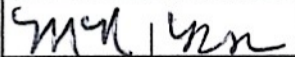
- 123 Pass unencumbered with the land to the Buyer.
124 Remain with the Seller.
125 Have been previously assigned as follows: _____

126 _____
127 _____
128 **10. CROPS (planted at time of sale).**

- 129 Pass with the land to the Buyer.
130 Remain with the Seller.
131 Have been previously assigned as follows: _____

132 _____
133 _____

134

	Initials	Initials	<table border="1" style="width: 100%;"><tr><td style="width: 50%;"></td><td style="width: 50%;"></td></tr></table>		
SELLER SELLER			BUYER BUYER		

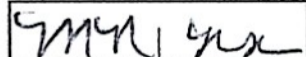
- 134 **11. GOVERNMENT PROGRAMS.**
 135 a. Are you currently participating, or do you intend to participate, in any government
 136 farm program? Yes No
 137 b. Are you aware of any interest in all or part of the Property that has been reserved
 138 by previous owner or government action to benefit any other property? Yes No
 139

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

- 143 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
 144 a. Any underground storage tanks on or near Property? Yes No
 145 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
 146 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes No
 147 If "Yes", what is the location? _____
 148 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes No
 149 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
 150 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
 151 insulation on the Property or adjacent property? Yes No
 152 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
 153 in wet areas)? Yes No
 154 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
 155 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes No
 156 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes No
 157 h. Any other environmental conditions on the Property or adjacent properties? Yes No
 158 i. Any tests conducted on the Property? Yes No
 159

160 **If any of the answers in this section are "Yes", explain in detail or attach documentation:** _____
 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/pending bonds, assessments, or special taxes that apply to the Property?..... Yes No
 169 f. Any burial grounds on the Property?..... Yes No
 170 g. Any abandoned wells on the Property?..... Yes No
 171 h. Any public authority contemplating condemnation proceedings?..... Yes No
 172 i. Any government rule limiting the future use of the Property other than existing
 173 zoning and subdivision regulations? Yes No
 174 j. Any condition or proposed change in surrounding area or received any notice of such?..... Yes No
 175 k. Any government plans or discussion of public projects that could lead to special
 176 benefit assessment against the Property or any part thereof?..... Yes No
 177 l. Any unrecorded interests affecting the Property?..... Yes No
 178 m. Anything that would interfere with passing clear title to the Buyer?..... Yes No
 179 n. The Property being subject to a right of first refusal?..... Yes No
 180 If "Yes", number of days required for notice: _____
 181 o. The Property subject to a Homeowner's Association fee?..... Yes No
 182 p. Any other conditions that may materially and adversely affect the value or
 183 desirability of the Property?..... Yes No
 184 q. Any other condition that may prevent you from completing the sale of the Property?..... Yes No
 185
 186
 187

 SELLER SELLER	Initials _____ Initials _____ Seller's Disclosure and Condition of Property Addendum – Land Page 4 of 5	_____ BUYER BUYER
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188 If any of the answers in this section are "Yes", explain in detail or attach documentation: _____
189 _____
190 _____
191 _____

192
193 **14. UTILITIES.** Identify the name and phone number for utilities listed below.
194 Electric Company Name: _____ Phone # _____
195 Gas Company Name: _____ Phone # _____
196 Water Company Name: _____ Phone # _____
197 Other: _____ Phone # _____

198
199 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**
200 Any technology or systems staying with the Property? N/A Yes No
201 If "Yes", list: _____
202 _____
203 _____

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

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

217
218
219 Michael K. Nunnenkamp 10-22-24 Nancy L. Dunnenkamp 10/22/24
220 SELLER DATE SELLER DATE

221 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
222
223
224 1. I understand and agree the information in this form is limited to information of which SELLER has actual
225 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
226 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or
227 Licensees concerning the condition or value of the Property.
228 3. I agree to verify any of the above information, and any other important information provided by SELLER or
229 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent
230 investigation of my own. I have been specifically advised to have the Property examined by professional
231 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
232 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the
233 Property.
234 5. I specifically represent there are no important representations concerning the condition or value of the Property
235 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by
236 them.
237
238
239
204 **BUYER** _____ **DATE** _____ **BUYER** _____ **DATE** _____