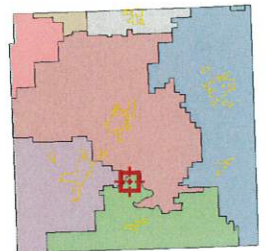





Overview



Legend

-  City Limits
-  Centerlines
-  Parcels
-  Lakes

Parcel ID= 185150000002000  
Acres= 39.519855819999997

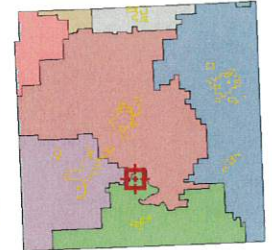
This property ownership map is for tax purposes only. It is not intended for conveyances, nor is it a legal survey.

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GEO SPATIAL



**Overview**

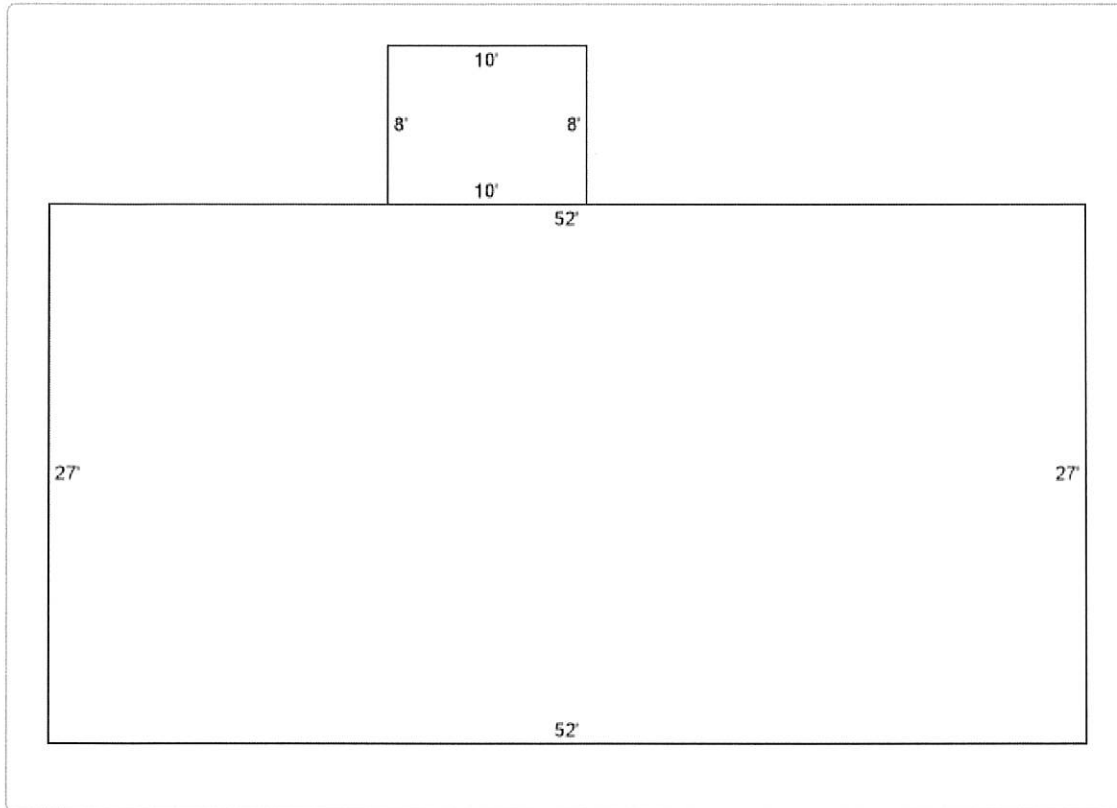


**Legend**

-  City Limits
-  Centerlines
-  Parcels
-  Lakes
- Flood Zones**
-  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  A
-  AE

**PROPERTY MAP**





Photos



No data available for the following modules: Manufactured Home Information, Commercial Information.

Under no circumstances shall Miami County be responsible to any party for any costs, expenses, or damages to any person or property arising from the use, misuse, sale or reliance on this information.

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Last Data Upload: 6/7/2024, 11:23:09 AM

Contact Us

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 Schneider  
GEOSPATIAL



# RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** Janet E. Green, Jerry S. Tooley, Sr., Rachel R. Brown, Timothy J. Guenther (Conservator Keri Peterson), and Mathew W. Guenther

2  
3 **BUYER:** \_\_\_\_\_

4  
5 **PROPERTY:** \_\_\_\_\_ 35285 Hedge Lane Road, Paola, KS 66071

6  
7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage  
8 disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and  
9 federal regulation. Installations which were proper at the time of original construction may not comply with  
10 governmental regulations which have been enacted since that time. **It is recommended that BUYER check with**  
11 **lender and/or local government authority regarding septic system inspection.**

12  
13 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S  
14 financing may be conditioned upon proof that the septic system meets current regulatory requirements.

15  
16 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an  
17 independent inspection of the septic system.

18  
19 **In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any**  
20 **other reason, and it is determined the system does not comply, it may be necessary to bring the system**  
21 **into compliance. Significant expense may be involved.**

22  
23 The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid  
24 by: **(Check One)**  SELLER  BUYER.

25  
26 The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by:  
27 **(Check One)**  SELLER  BUYER.

28  
29  
30 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
31 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
32 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

33  
34 \_\_\_\_\_  
35 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE**

36  
37 \_\_\_\_\_  
38 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE**

39  
40 \_\_\_\_\_  
\_\_\_\_\_

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/19. All previous versions of this document may no longer be valid. Copyright January 2024.

\* Septic has been pumped and inspected. All Good!

### BILL'S SEPTIC SERVICE Onsite Wastewater System Inspection Report

Inspection Co: Bill's Septic Service  
36609 Sunshina Rd  
Ossawatimie, Ks 66064  
913-755-4082

Homeowner: *Janette Green*      Age of Property: *N/A*      Occupied: *Yes*

File #      Date of Inspection: *6-28-24*

Results: *Passed*  
Comments: *Tank appears to be in good shape. Below line level, so lateral lines are working.*

Section 1

Location of the system:      *East*      West      North      South

Water flow from house to tank normal:       Yes      No

Does the septic tank have a visible riser?       Yes      No

Estimated size of the tank:      Gallons      Basis for estimate  
*1250*

What is the separation between the well and septic?      *N/A*

Does the separation of the well and septic meet local requirements? Yes No *N/A*

**Section 2 Disposal Field**

Any evidence of malfunction: Yes  No  (Please check all applicable observed conditions)

Wet Areas  Unusual green/lush vegetation

Liquid discharges to surface: Yes  No  Discharge pipe of unknown origin

Localized surface settling: Yes  No  Other (described above)

Based on a visual evaluation only-is system working properly?  Yes  No

**IF TANK IS BEING OPENED AND PUMPED PLEASE ANSWER THE FOLLOWING QUESTIONS:**

Septic Tank Material: CONCRETE FIBERGLASS OTHER

Liquid level in tank: Normal Below Normal Above Normal

Access openings in the tank: One Two Three None

Number of risers: One Two Three None

Conditions of baffles a/o Sanitary tees:

Inlet baffle or "T": Present & Functional Not Functional None Present ~~Not Visible~~

Outlet baffle or "T": Present & Functional Not Functional None Present ~~Not Visible~~

Tank was pumped? Yes No (if no-explain under comments)

System working properly? Yes No

Septic systems are subterranean, therefore, it is impossible to determine their overall condition. Also, when no water is entering the field lines, ie, if the house is vacant, a determination of their status is difficult. No prediction can be made as to when or if the system might fail. This report comments on the workability of the system on the day of the inspection only, and is in no way intended to be a warranty.

Workability can alter by factors such as excessive rainfall, heavy water usage, nearby construction, or physical damage to the system.

**ALL TANKS REQUIRE PUMPING MAINTENANCE.**



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

SELLER (Indicate Marital Status): Janet Green, JERRY S. Tooley, Sr
Rachel Brown, Matthew Guenther AND Timothy Guenther

PROPERTY: 33285 Hedge Lane Road, Paola, KS 66071

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 40 How long have you owned? 1 yr
Does SELLER currently occupy the Property? Yes No X
If "No", how long has it been since SELLER occupied the Property? years/months

X SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION.

Conventional/Wood Frame Modular X Manufactured
Mobile Other

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

- a. Any fill or expansive soil on the Property? Yes No X
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No X
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No X
d. Any drainage or flood problems on the Property or adjacent properties? Yes No X
e. Any flood insurance premiums that you pay? Yes No X
f. Any need for flood insurance on the Property? Yes No X
g. Any boundaries of the Property being marked in any way? Yes No X
h. The Property having had a stake survey? Yes No X
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No X
j. Any fencing on the Property? Yes X No
If "Yes", does fencing belong to the Property? N/A Yes X No
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No X
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No X
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No X

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

Empty box for additional documentation or explanation.

Initials BUYER BUYER





6. ROOF.

- a. Approximate Age: 10 1/2 years
b. Have there been any problems with the roof, flashing or rain gutters?
c. Have there been any repairs to the roof, flashing or rain gutters?
d. Has there been any roof replacement?
e. What is the number of layers currently in place?

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

Empty box for documentation.

7. INFESTATION, ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property?
b. Any damage to the Property by termites, wood destroying insects or other pests?
c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years?
d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property?

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

Empty box for documentation.

B. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.

ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?
b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?
c. Any corrective action taken including, but not limited to piling or bracing?
d. Any water leakage or dampness in the house, crawl space or basement?
e. Any dry rot, wood rot or similar conditions on the wood of the Property?
f. Any problems with windows or exterior doors?
g. Any problems with driveways, patios, decks, fences or retaining walls on the Property?
h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line?
i. Does the Property have a sump pump?
j. Any repairs or other attempts to control the cause or effect of any problem described above?

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

Empty box for documentation.



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**9. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_


**10. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No   
If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System, Number of Tanks 1  Cesspool  Lagoon  Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: \_\_\_\_\_  
East of garden
- g. The location of the sewer line clean out trap is: on Cesspool
- h. Is there a sewage pump on the septic system? ..... N/A  Yes  No   
DON'T KNOW
- i. Is there a grinder pump system? ..... Yes  No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- k. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No
- m. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A  Yes  No

If your answer to (j) in this section is "Yes", explain in detail or attach available documentation:

 07/18/24 SELLER	 07/18/24 SELLER
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**11. HEATING AND AIR CONDITIONING.**

a. Does the Property have air conditioning? ..... Yes  No   
 Central Electric  Central Gas  Heat Pump  Window Unit(s)  
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

b. Does the Property have heating systems? ..... Yes  No   
 Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  
 Fuel Tank  Other \_\_\_\_\_  
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

c. Are there rooms without heat or air conditioning? ..... Yes  No   
 If "Yes", which room(s)? \_\_\_\_\_

d. Does the Property have a water heater? ..... Yes  No   
 Electric  Gas  Solar  Tankless  
 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

e. Are you aware of any problems regarding these items? ..... Yes  No   
 If "Yes", explain in detail:  
 \_\_\_\_\_

**12. ELECTRICAL SYSTEM.**

a. Type of material used:  Copper  Aluminum  Unknown  
 b. Type of electrical panel(s):  Breaker  Fuse  
 Location of electrical panel(s): IN Spare bedroom  
 Size of electrical panel(s) (total amps), if known: \_\_\_\_\_  
 c. Are you aware of any problem with the electrical system? ..... Yes  No   
 If "Yes", explain in detail:  
 \_\_\_\_\_

**13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

a. Any underground tanks on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
b. Any landfill on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
d. Any contamination with radioactive or other hazardous material? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
e. Any testing for any of the above-listed items on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
f. Any professional testing for radon on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
g. Any professional mitigation system for radon on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
h. Any professional testing/mitigation for mold on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
i. Any other environmental issues? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
j. Any controlled substances ever manufactured on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
k. Any methamphetamine ever manufactured on the Property? .....	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

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

\_\_\_\_\_

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

- a. The Property located outside of city limits? ..... Yes  No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ..... Yes  No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes  No
- e. Any condition or claim which may result in any change to assessments or fees? ..... Yes  No
- f. Any streets that are privately owned? ..... Yes  No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ..... Yes  No
- h. The Property being subject to tax abatement? ..... Yes  No
- i. The Property being subject to a right of first refusal? ..... Yes  No   
If "Yes", number of days required for notice: \_\_\_\_\_
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes  No
- k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? ..... N/A  Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_
- m. The Property being subject to a Homeowners Association fee? ..... Yes  No   
If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to: \_\_\_\_\_ and such includes: \_\_\_\_\_

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

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

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

\_\_\_\_\_

**15. PREVIOUS INSPECTION REPORTS.**

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

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

- a. Any of the following? ..... Yes  No   
 Party walls  Common areas  Easement Driveways
- b. Any fire damage to the Property? ..... Yes  No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- e. Any other conditions that may materially affect the value or desirability of the Property? ..... Yes  No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes  No
- g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No
- i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No   
List locks without keys \_\_\_\_\_
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- k. Any unrecorded interests affecting the Property? ..... Yes  No

SELLER      SELLER

Initials

BUYER      BUYER

- 269 l. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No
- 270 m. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 271 n. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 272 o. Any added insulation since you have owned the Property? ..... Yes  No
- 273 p. Having replaced any appliances that remain with the Property in the
- 274 past five (5) years? ..... Yes  No
- 275 q. Any transferable warranties on the Property or any of its
- 276 components? ..... Yes  No
- 277 r. Having made any insurance or other claims pertaining to the Property
- 278 in the past five (5) years? ..... Yes  No
- 279 If "Yes", were repairs from claim(s) completed? ..... N/A  Yes  No
- 280 s. Any use of synthetic stucco on the Property? ..... Yes  No

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

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

Electric Company Name:	_____	Phone #	_____
Gas Company Name:	_____	Phone #	_____
Water Company Name:	_____	Phone #	_____
Trash Company Name:	_____	Phone #	_____
Other:	_____	Phone #	_____
Other:	_____	Phone #	_____

**18. ELECTRONIC SYSTEMS AND COMPONENTS.**

Any technology or systems staying with the Property? ..... N/A  Yes  No   
 If "Yes" list:

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

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

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

- |  |  |
|--|--|
| Attached shelves, racks, towel bars          | Fireplace grates, screens, glass doors                               |
| Attached lighting                            | Mounted entertainment brackets                                       |
| Attached floor coverings                     | Plumbing equipment and fixtures                                      |
| Bathroom vanity mirrors,<br>attached or hung | Storm windows, doors, screens  |
| Fences (including pet systems)               | Window blinds, curtains, coverings<br>and window mounting components |

*JEG* *JST*  
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324 *Fill in all blanks using one of the abbreviations listed below.*  
 325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).  
 326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable  
 327 Condition.  
 328 "NA" = Not applicable (any item not present).  
 329 "NS" = Not staying with the Property (item should be identified as "NS" below.)  
 330

331  
 332 N/A Air Conditioning Window Units, # \_\_\_\_\_  
 333 OS Air Conditioning Central System  
 334 N/A Attic Fan  
 335 OS Ceiling Fan(s), # \_\_\_\_\_  
 336 N/A Central Vac and Attachments  
 337 N/A Closet Systems, Location \_\_\_\_\_  
 338 N/A Camera Surveillance Equipment  
 339 N/A Doorbell  
 340 N/A Electric Air Cleaner or Purifier  
 341 N/A Electric Car Charging Equipment  
 342 EX Exhaust Fan(s) - Baths  
 343 N/A Fences - Invisible & Controls  
 344 OS Fireplace(s), # \_\_\_\_\_  
 345 Location #1 \_\_\_\_\_ Location #2 N/A  
 346 OS Chimney \_\_\_\_\_ Chimney \_\_\_\_\_  
 347 \_\_\_\_\_ Gas Logs \_\_\_\_\_ Gas Logs \_\_\_\_\_  
 348 \_\_\_\_\_ Gas Starter \_\_\_\_\_ Gas Starter \_\_\_\_\_  
 349 \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_  
 350 \_\_\_\_\_ Insert \_\_\_\_\_ Insert \_\_\_\_\_  
 351 \_\_\_\_\_ Wood Burning \_\_\_\_\_ Wood Burning \_\_\_\_\_  
 352 \_\_\_\_\_ Other \_\_\_\_\_ Other \_\_\_\_\_  
 353 N/A Fountain(s)  
 354 OS Furnace/Heat Pump/Other Heating System  
 355 N/A Garage Door Keyless Entry  
 356 N/A Garage Door Opener(s), # \_\_\_\_\_  
 357 N/A Garage Door Transmitter(s), # \_\_\_\_\_  
 358 N/A Generator  
 359 N/A Humidifier  
 360 N/A Intercom  
 361 N/A Jetted Tub  
 362 **KITCHEN APPLIANCES**  
 363 Cooking Unit  
 364 OS Stove/Range  
 365 \_\_\_\_\_ OS Elec. \_\_\_\_\_ Gas \_\_\_\_\_ Convection  
 366 \_\_\_\_\_ Built-In Oven  
 367 \_\_\_\_\_ Elec. \_\_\_\_\_ Gas \_\_\_\_\_ Convection  
 368 \_\_\_\_\_ Cooktop \_\_\_\_\_ Elec. \_\_\_\_\_ Gas  
 369 OS Microwave Oven  
 370 OS Dishwasher  
 371 ~~OS~~ Disposal N/A  
 372 ~~OS~~ Freezer N/A  
 373 \_\_\_\_\_ Location \_\_\_\_\_  
 374 OS Refrigerator (#1)  
 375 \_\_\_\_\_ Location \_\_\_\_\_  
 376 N/A Refrigerator (#2)  
 377 \_\_\_\_\_ Location \_\_\_\_\_  
 378 N/A Trash Compactor

N/A Laundry - Washer  
N/A Laundry - Dryer  
 Elec. \_\_\_\_\_ Gas \_\_\_\_\_  
**MOUNTED Entertainment Equipment**  
N/A TV, Location \_\_\_\_\_  
N/A TV, Location \_\_\_\_\_  
N/A TV, Location \_\_\_\_\_  
N/A TV, Location \_\_\_\_\_  
N/A Speakers, Location \_\_\_\_\_  
N/A Speakers, Location \_\_\_\_\_  
 Other/Location \_\_\_\_\_  
 Other/Location \_\_\_\_\_  
 Other/Location \_\_\_\_\_  
N/A Outside Cooking Unit  
OS Propane Tank  
N/A Owned \_\_\_\_\_ Leased \_\_\_\_\_  
N/A Security System  
 Owned \_\_\_\_\_ Leased \_\_\_\_\_  
OS Smoke/Fire Detector(s), # \_\_\_\_\_  
OS Shed(s), # \_\_\_\_\_ WORKSHOP  
N/A Spa/Jet Tub  
N/A Spa/Sauna  
N/A Spa Equipment  
N/A Sprinkler System Auto Timer  
N/A Sprinkler System Back Flow Valve  
N/A Sprinkler System (Components & Controls)  
N/A Statuary/Yard Art  
EX OS Swing set/Playset  
OS Sump Pump(s), # \_\_\_\_\_  
N/A Swimming Pool (Swimming Pool Rider Attached)  
N/A Swimming Pool Heater  
N/A Swimming Pool Equipment  
N/A TV Antenna/Receiver/Satellite Dish  
 Owned \_\_\_\_\_ Leased \_\_\_\_\_  
OS Water Heater(s)  
N/A Water Softener and/or Purifier  
 Owned \_\_\_\_\_ Leased \_\_\_\_\_ WORK  
N/A OS Wood Burning Stove SHOP  
OS Yard Light  
 Elec. \_\_\_\_\_ Gas \_\_\_\_\_  
N/A Boat Dock, ID# \_\_\_\_\_  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_  
 Other \_\_\_\_\_

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379 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
380 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
381 invoices, notices or other documents describing or referring to the matters revealed herein:  
382  
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386 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
387 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
388 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
389 prospective BUYER of the Property and to real estate brokers and licensees. SELLER will promptly notify Licensee  
390 assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee  
391 assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER  
392 and BUYER initial and date any changes and/or attach a list of additional changes, if attached. # \_\_\_\_\_ of  
393 pages).  
394

395 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
396 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
397 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
398

399 <i>Janet E. Green (AMP)</i>	dotloop verified 07/18/24 1:31 PM CDT 77HS-HPMP-JVH-WUHM	400 <i>Jerry S. Tooley, Sr. (AMP)</i>	dotloop verified 07/18/24 10:42 PM CDT PYY2-VNFI-JT56-CH0N
401 <i>Rachel R. Brown</i>	dotloop verified 07/18/24 8:54 PM CDT VYKE-23HN-ME8G-P8DB	402 <i>Matthew W. Guenther (AMP)</i>	dotloop verified 07/20/24 7:59 AM CDT K7D2-WJYM-SWX0-LR08
403 SELLER	404 DATE	403 SELLER	404 DATE

405 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 406
- 407 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
408 and SELLER need only make an honest effort at fully revealing the information requested.
  - 409 2. This Property is being sold to me without warranties or guarantees of any kind by SELLER, Broker(s) or licensees  
410 concerning the condition or value of the Property.
  - 411 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)  
412 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
413 I have been specifically advised to have Property examined by professional inspectors.
  - 414 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
  - 415 5. I specifically represent there are no important representations concerning the condition or value of Property made  
416 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.  
417

418	418
419 BUYER	419 BUYER
420 DATE	420 DATE
421	421

Approved by Legal Council 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 the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S  
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

SELLER (Indicate Marital Status): Janet Green, Jerry S. Tooley, Sr.,  
Rachel Guenther Brown, Matthew Guenther & Timothy Guenther

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below)

S15 T18 R23 Acres 39.52 NW4 NE4 Less CO RD ROW 40 acres Exact per Title Co.

Approximate date SELLER purchased Property: in 1960, Property is currently zoned as \_\_\_\_\_

### 1. NOTICE TO SELLER.

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

### 2. NOTICE TO BUYER.

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

### 3. WATER SOURCE.

- a. Is there a water source on or to the Property? ..... Yes  No   
 Public  Private  Well  Cistern  None  Other \_\_\_\_\_  
 If well, state type \_\_\_\_\_ depth \_\_\_\_\_  
 Has water been tested? ..... Yes  No
- b. Other water systems and their condition: \_\_\_\_\_
- c. Is there a water meter on the Property? ..... Yes  No
- d. Is there a rural water certificate? ..... Yes  No
- e. Other applicable information: \_\_\_\_\_

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

\_\_\_\_\_

### 4. GAS/ELECTRIC.

- a. Is there electric service on the Property? ..... Yes  No   
 If "Yes", is there a meter? ..... N/A  Yes  No
- b. Is there gas service on the Property? ..... Yes  No   
 If "Yes", what is the source? Propane tank
- c. Are you aware of any additional costs to hook up utilities? ..... Yes  No
- d. Other applicable information: \_\_\_\_\_

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

\_\_\_\_\_

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07/18/24

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BUYER Initials

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MNY 07/20/24 7:59 AM CDT dotloop verified

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5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:

- a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? ..... Yes  No
- b. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- c. Any neighbors complaining Property causes drainage problems? ..... Yes  No
- d. The Property having had a stake survey? ..... Yes  No
- e. Any boundaries of the Property being marked in any way? ..... Yes  No
- f. Having an Improvement Location Certificate (ILC) for the Property? ..... Yes  No
- g. Any fencing/gates on the Property? ..... Yes  No   
If "Yes", does fencing/gates belong to the Property? ..... Yes  No
- h. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? ..... Yes  No
- i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the Property or in the immediate vicinity? ..... Yes  No
- j. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- k. Other applicable information: \_\_\_\_\_

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

5 b. IF River floods north area of property may flood.

6. SEWAGE.

- a. Does the Property have any sewage facilities on or connected to it? ..... Yes  No   
If "Yes", are they:  
 Public Sewer     Private Sewer     Septic System     Cesspool  
 Lagoon     Grinder Pump     Other \_\_\_\_\_  
 If applicable, when last serviced? \_\_\_\_\_  
 By whom? \_\_\_\_\_  
 Approximate location of septic tank and/or absorption field: EAST OF HOUSE TOWARD BARN  
 Has Property had any surface or subsurface soil testing related to installation of sewage facility? ..... N/A  Yes  No   
 b. Are you aware of any problems relating to the sewage facilities? ..... Yes  No

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

\_\_\_\_\_

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

- (Check and complete applicable box(es))
- a. Are there leasehold interests in the Property? ..... Yes  No   
If "Yes", complete the following:  
 Lessee is: \_\_\_\_\_  
 Contact number is: \_\_\_\_\_  
 Seller is responsible for: \_\_\_\_\_  
 Lessee is responsible for: \_\_\_\_\_  
 Split or Rent is: \_\_\_\_\_  
 Agreement between Seller and Lessee shall end on or before: \_\_\_\_\_  
 Copy of Lease is attached.



103 b. Are there tenant's rights in the Property? ..... Yes  No

104 If "Yes", complete the following:

105 Tenant/Tenant Farmer is: \_\_\_\_\_

106 Contact number is: \_\_\_\_\_

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

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

109 Split or Rent is: \_\_\_\_\_

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

111  Copy of Agreement is attached.

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

113 If "Yes", explain: \_\_\_\_\_

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 11. GOVERNMENT PROGRAMS.

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

136 farm program? ..... Yes  No

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

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

139

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

141 \_\_\_\_\_

142 \_\_\_\_\_

143 \_\_\_\_\_

144 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

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

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

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

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

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

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

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


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

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



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

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

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



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

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

162

165 13. OTHER MATTERS. ARE YOU AWARE OF:

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

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

188

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

194 Electric Company Name: Heartland Rural Electric Coop Phone # 800-835-9586

195 Gas Company Name: Heartland Propane Phone # 800-211-9101

196 Water Company Name: Rural Water District #3 Phone # 913-755-4503

197 Other: Miami Co Phone # \_\_\_\_\_

199 15. ELECTRONIC SYSTEMS AND COMPONENTS.

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

201 If "Yes", list:

202

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

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).

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

217 *Janet E. Green (AMP)* dotloop verified  
 07/18/24 1:52 PM CDT  
 218 MMT1-2MXH-GG7G-S4CO

*Rachel R. Brown* dotloop verified  
 07/18/24 8:54 PM CDT  
 IBCP-NBFY-UB33-2KSK

*Mathew W. Guenther (AMP)* dotloop verified  
 07/20/24 7:59 AM CDT  
 S100-OLP8-UNFW-GLRQ

220 *Jerry S. Tooley, Sr. (AMP)* dotloop verified  
 07/18/24 9:38 PM CDT  
 221 NGAY-LRY1-FWYD-WYXH

DATE

SELLER

DATE

222 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

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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 10/21. All previous versions of this document may no longer be valid. Copyright January 2024.