



# 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): \_\_\_\_\_ KMP Enterprises, LLC by Kevin Prouty, Member

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

7 8 acres more or less in Pomona, KS

10 Approximate date SELLER purchased Property: 08/2020 Property is  
11 currently zoned as A9

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  None  Other \_\_\_\_\_
- 28 If well, state type NA depth \_\_\_\_\_
- 29 Has water been tested? ..... Yes  No
- 30 b. Other water systems and their condition: NA
- 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: NA

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

37 38 39

40 **4. GAS/ELECTRIC.**

- 41 a. Is there electric service on the Property? ..... Yes  No
- 42 If "Yes", is there a meter? ..... Yes  No  N/A
- 43 b. Is there gas service on the Property? ..... Yes  No  check
- 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: \_\_\_\_\_

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

50 51

SELLER Initials PD

BUYER Initials

- 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 \_\_\_\_\_

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

86

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 \_\_\_\_\_

- 92 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**
- 93 **(Check and complete applicable box(es))**
- 94 a. Are there leasehold interests in the Property? ..... Yes  No
- 95 If "Yes", complete the following:
- 96 Lessee is: \_\_\_\_\_
- 97 Contact number is: \_\_\_\_\_
- 98 Seller is responsible for: \_\_\_\_\_
- 99 Lessee is responsible for: \_\_\_\_\_
- 100 Split or Rent is: \_\_\_\_\_
- 101 Agreement between Seller and Lessee shall end on or before: \_\_\_\_\_
- 102  **Copy of Lease is attached.**

SELLER  \_\_\_\_\_ Initials

BUYER  \_\_\_\_\_ Initials

BUYER  \_\_\_\_\_ Initials

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 \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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

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

SELLER   Initials

BUYER   Initials

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

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

162  
163  
164  
165 **13. OTHER MATTERS. ARE YOU AWARE OF:**

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

187  
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: POMONA Phone # \_\_\_\_\_

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

196 Water Company Name: POMONA 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  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

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

217  
218  
219  
220  3/11/25  
221 SELLER 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.

237  
238  
239  
240    
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 10/21. All previous versions of this document may no longer be valid. Copyright January 2025.