

SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated: April 2014

SELLER:	Doyle D. Demain
DATE:	April 12, 2018
PROPERTY ADDRESS:	3930 SW 120th St, Augusta, KS 67010-8321

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

A.	A. SELLER agrees to hold harmless, ir	nnify and defend any real	estate licensees involved in this transaction and their agents,			
	subagents, employees and indepen	t contractors from and aga	ainst any and all claims, demands, suits, damages, losses or			
	expenses arising out of the discove	expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual				
	knowledge prior to the signing of the Contract to sell the Property.					
	()()					
	SELLER'S INITIALS SELLER'S I	ALS DATE OF SELLE	R'S INITIALS			

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;

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United Country Real Estate, Great Plains Real Estate & Auc Emporia KS 66801 Phone: (620)412-9693

Fax: Lance Fullerton Demain, 3930 SW

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

	BUYER'S INITIALS BUYER'S INITIA	LS D	ATE OF B	UYE	R'S INITIALS			
Par	Part 3. GENERAL PROPERTY INFORMATION:							
1. 2. 3.	Approximate age of the Property: Approximate date that SELLER acquired the Does SELLER currently occupy the Property If No, how long has it been since the SELLEI t 4. APPLIANCES, EQUIPMENT AND FIXTU	? R occup	ty: <u>20</u> Yes	1/2	No			COORDINATION AND THE COORDINAT
Ind	cate the condition of the following items by ma	arking tl	he appropi	iate l	oox. Check only one box for each ite	m.		
	WORKING	NOT WORKIN	NOT NG INCLUDED			WORKING	NOT WORKING	NOT INCLUDED
11. 12. 13. 14. 15. 16. 17. 18.	Air conditioning - central system			25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38.	Intercom, sound system wiring or built-in speaker system Microwave oven Oven Electric Gas Propane tank Leased Owned Range Electric Gas Range ventilation system Refrigerator # Sauna/spa Steam Dry Security system Leased Owned Smoke alarms/detectors # Sprinkler system Back flow preventer Auto-ti Sump pump Swimming pool Telephone wiring/jacks TV antenna/receiver/satellite dish Leased Owned Trash compactor			
22.	Heat pump			41.	Water heater Water purifier/softener Other			

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Part 5. STRUCTURAL CONDITIONS: (lon 1. What is the approximate age of the roof (if known)? years Type of roof: ☐ Yes 2. Has there been any leaking or other problems with the roof, flashing or rain gutters? If Yes, when was the date of the last occurrence? 3. Have there been any repairs to the roof, flashing or rain gutters? ☐ Yes ☐ If Yes, please provide the date of the repairs: 4. Has there been any roof replacement? If Yes, was the replacement M complete or \square partial. How many layers of roofing materials are currently on the roof (if known)? Yes No 6. Have you made any homeowners' insurance claims on the Property? Yes No If Yes, were all the claims addressed with repairs? Yes, No 7. Has there ever been leakage/seepage in the basement or crawl space? Yes No Has there been any damage to the Property due to fire, flood or wind? Yes No 9. Are there any structural problems with the Property? 7 Yes TNo 10. Is any exterior wall covering of the structure covered with synthetic stucco? Yes No If Yes, are you aware of any adverse conditions with the exterior wall covering? If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation? __ Yes __ No Yes No 11. Is there any damage to the chimney or fireplace? When was the chimney or fireplace last cleaned or serviced? 12. Is there any exposed wiring presently in any structures on the Property? 13. Are there any windows or doors that leak or have broken thermopane seals? 14. Have you ever experienced or are you aware of any: ☐ Yes 🗹 No. Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls? Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage? Yes No Yes No Corrective action taking to remedy these structural conditions, including but not limited to bracing or piering? Yes, No Water leakage or dampness in the Property, crawl space or basement? Yes No Dry rot, wood rot or similar conditions on the wood of the Property? Problems with decks, driveways, fences, patios or retaining walls on the Property? Yes No 15. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? Yes No ☐ Yes No If Yes, is the Property currently under warranty? If Yes, please name the company here: _ ₹ Yes ☐ No 16. Have you had any termite/pest control treatments for the Property? If Yes, please name the company and year treated here: ARREST A DEST Yes 2 17. Has the ground been pre-treated for termites? 18. If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here: 19. Additional Comments:

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

Are the boundaries of the Property marked in any way?

MANAGEMENT		TO THE PROPERTY OF THE PROPERT
1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	mm
	located in such as designated by the Federal Emergency Management Agency (FEMA)?	☐ Yes ☐ No
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	☐ Yes ☐ No
3.	Have any neighbors complained that the Property causes drainage problems?	☐ Yes ☐ No
4.	Has the Property had a stake survey?	☐ Yeş ☐ No
	If Yes, please attach a copy of the stake survey.	

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11.	Do you have an Improvement Location Certificate (ILC) for the Property? If Yes, please attach a copy of the Improvement Location Certification (ILC). Is there fencing on the Property? If Yes, does the fencing belong to the Property? Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? If Yes, is the Property owner responsible for the maintenance of any such shared features? Are you aware of 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 of the Property? Are you aware of any diseased, dead or damaged trees or shrubs on the Property? If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:	Yes No
13.	Additional Comments:	
Par	t 7. PLUMBING, SEWAGE AND WATER SYSTEMS:	
1. 2.	What is the water source on the Property? If the water source is a Well, please state: Public Water Private Water Well Cistern Depth Depth	
3.4.5.	Diameter Age	Yes No Yes No Ump Cesspool
6.	Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? If Yes, please explain:	☐ Yeş-☐ No
7.	Additional Comments:	
Par	t 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS: Is there electrical service connected to the Property?	√TYes □ No
	If Yes, is there a meter?	Yes No
2. 3.	If there is no electrical service connected to the Property, what is the distance to the electrical service? What type of material is used in the electrical wiring (if known)? Copper	
4.	What type of electrical panels exist on the Property (if known)? Please specify the location of the electrical panels here:	use 🛮 Únknown
5.	Does the Property have heating systems? If Yes, what type? Electric Fuel Oil Natural Gas Heat Pump Propane Other If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced as	Yes No
	in res, please provide the name, age and location of the unit along with the date that the unit was last serviced an	LI DY WHOIH.

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6.	Does the Property have air conditioning? If Yes, what type? \(\sum_{\text{\texi\texi{\text{\texi}\text{\text{\text{\text{\te	L Yes ∐ No
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced an	id by whom:
7.	Does the Property have a water heater? If Yes, what type? Electric [✓ Yes ☐ No ☐ Gas ☐ Solar
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced an	
8.	Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property? If Yes, please explain:	Yes No
9.	Additional Comments:	
Pai	t 9. HAZARDOUS CONDITIONS:	
1. 2.	Are you aware of any underground storage tanks on or near this Property? Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage	Yes No
۷.	tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?	Yes No
3.	Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? If Yes, please attach a copy of the environmental reports.	☐ Yesॄ No
4.	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated	U Van Et Na
5.	biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in	Yes No
6.	wet areas)? Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane	. State of the sta
_	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?	Yeş 🗍 No
7.	Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property?	☐ Yes ☑ No
8.	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?	Yes. No
9.	Are you aware of any other environmental conditions on the Property?	Yes No
	Have any other environmental inspections or tests been conducted on the Property? If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:	∐ Yes ☑ No
12	Additional Comments:	
Par	t 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:	
1.	Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property?	Yes No
2.	Is the property subject to conditions, covenants or restrictions of a homeowners' association, common interest community or subdivision restrictions?	☐ Yes ☑ No
3. 4.	Are you aware of any violations of such conditions, covenants or restrictions on the Property? Does the homeowners' association impose a transfer fee upon the sale of Property?	Yes No
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	Are you aware of any damage, defect, proposed change or problem with any common areas or elements? Are you aware of any condition or claim that may result in a change to the assessments or fees? Are the streets privately owned? Is the Property in a conservation, historic or special review district that requires any alterations or improvements to the Property to be approved by a board, commission or panel? Is the Property subject to a tax abatement? Is the Property subject to a right of first refusal? If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:	Yes No
12.	If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association of interest community, please specify here the amount and frequency of those payments:	r common
13.	Additional Comments:	
\$200ACRESSOR	t 11. OTHER MATTERS:	Linguisti suura kan ka keela kasta ka sakan ka s
Are	you aware of:	
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	Yes No
2.	Any violation of laws or regulations affecting the Property?	Yes No
3.	Any existing or threatened legal action pertaining to the Property?	
4.	Any litigation or settlement pertaining to the Property?	Yes No
5.	Any current or future special assessment pertaining to the Property?	Yes No
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property?	Yes No.
7.	Any other condition that may prevent you from completing the sale of the Property?	Yes No
8.	Any burial grounds on the Property? Any leases on the Property?	Yes No
9.	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	
	Tes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	the Froperty.
10.	Any easements or leases on the Property regarding wind energy?	Yes No
	If Yes, please attach a copy of the easement or lease agreement.	Yes No
	Any public authority contemplating condemnation proceedings?	Yes No
	Any government rule limiting the future use of the Property other than existing zoning regulations? Any government plans or discussion of public projects that could lead to the formation of a special benefit	☐ 162 <u>☐</u> 140
١J.	assessment district covering the Property or any portion of the Property?	Yes No
14	Any interest in all or part of the Property that has been reserved by the previous owner or government action?	Yes No
	Any unrecorded interests affecting the Property?	Yes No
	Anything that would interfere in passing clear title to the BUYER?	Yes No
	Any general stains or pet stains to the carpet, flooring or sub-flooring?	Yes No
	If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:	и
19	Additional Comments:	
	, manufaction Community	

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Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
- 6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

 SELLER'S SIGNATURE

 DATE

 BUYER'S SIGNATURE

 DATE

 BUYER'S SIGNATURE

 DATE

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