

D.S.
160 Acres



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): Kelly Ranches LLC

5 LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or
6 described below) S02, T28, R23, ACRES 159.3, NW1/4, LESS ROW

10 Approximate date SELLER purchased Property: _____ Property is
11 currently zoned as 160+/- AC - 00 W 710th Ave, Farlington, KS 66734

Don S. R.E. Trade

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.

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.

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 been tested? _____ Yes ☐ No ☐

30 b. Other water systems and 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: Bought R.E. Unseen, Never been there

34 Please sale as is SK

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

37 It does have a pond and creek - - -

4. GAS/ELECTRIC.

41 a. Is there electric service on the Property? _____ Yes ☐ No ☐

42 If "Yes", is there a meter? _____ N/A ☐ Yes ☐ No ☐

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: _____

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

50 Bought R.E. UNSEEN, Never been there - Please sale as is SK

51 SK Initials
SELLER SELLER

Initials
BUYER BUYER

10:12 A.M. - 9/23/026

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: Don't know anything about this R.E. SK

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: _____
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: Don't know anything about this R.E. SK

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: Note! Someone else owns the mineral rights
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.

Howie Worrell is renting this farm for the 2026 R.C. Season SK

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- b. Are there tenant's rights in the Property? Yes ☐ No ☒
If "Yes", complete the following:
Tenant/Tenant Farmer is: Mineral rights are owned
Contact number is: by someone else
Seller is responsible for: _____
Tenant/Tenant Farmer is responsible for: _____
Split or Rent is: _____
Agreement between Seller and Tenant shall end on or before: _____
☐ Copy of Agreement is attached.
c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒
If "Yes", explain: _____

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 MINERAL RIGHTS (unless superseded by local, state or federal laws).

- ☐ Pass unencumbered with the land to the Buyer.
☐ Remain with the Seller.
☒ Have been previously assigned as follows: Someone else has them SK u/k SK

9. WATER RIGHTS (unless superseded by local, state or federal laws).

- ☐ Pass unencumbered with the land to the Buyer.
☐ Remain with the Seller.
☐ Have been previously assigned as follows: u/k SK

10. CROPS (planted at time of sale).

- ☐ Pass with the land to the Buyer.
☐ Remain with the Seller.
☒ Have been previously assigned as follows: House Wanda SK

11. GOVERNMENT PROGRAMS.

- a. Are you currently participating, or do you intend to participate, in any government farm program? Yes ☐ No ☒
b. Are you aware of any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☒

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

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF: — Old Oil tanks and pumps on R.E.

- a. Any underground storage tanks on or near Property? Yes ☐ No ☐
b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☐
If "Yes", what is the location? _____
c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes ☐ No ☐
d. Any disposal of any hazardous waste products, chemicals, polychlorinated biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or insulation on the Property or adjacent property? Yes ☐ No ☐
e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers in wet areas)? Yes ☐ No ☐
f. Any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☐

Not that I'm Aware of SK

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Contact number is: by someone else
Seller is responsible for: _____
Tenant/Tenant Farmer is responsible for: _____
Split or Rent is: _____
Agreement between Seller and Tenant shall end on or before: _____
☐ Copy of Agreement is attached.
- c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒
If "Yes", explain: _____

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SK Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

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

Steve Kelly 9/23/026
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

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 2026.