



SELLER'S AGRICULTURAL LAND
PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER: The John G Atherton Rev Trust
DATE: 01/02/2025
PROPERTY ADDRESS: 2700 Road G, Americus, KS 66835 (Tract #1)
LEGAL DESCRIPTION: SW/4 less a tract & NW/4 SE/4 & N/2 NE/4 SE/4 & W/2 SW/4 NE/4 SE/4 less ROW in S19-T17S-R11E of the 6th PM, Lyon Co, KS containing approx. 197.6 acres

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 Agricultural Land 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.

2. 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.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this 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 sell the Property.

SJA
SELLER'S INITIALS

DNA
SELLER'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;
  - (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 INITIALS

**Part 3. GENERAL PROPERTY INFORMATION:**

- 1. Approximate date that SELLER acquired the Property: 2003
- 2. What is the current zoning of the Property? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 4. WATER AND SEWAGE SYSTEMS:**

- 1. What is the water source on the Property?  Public Water  Private Water  Well  Cistern  Other  None
- 2. If the water source is a Well, please state: Type \_\_\_\_\_ Depth \_\_\_\_\_  
Diameter \_\_\_\_\_ Age \_\_\_\_\_
- 3. If the water source is a Well, has the water originating from the well ever been tested?  Yes  No  
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it?  Yes  No  
If Yes, please specify:  Public Sewer  Private Sewer  Septic System  Lagoon  Grinder Pump  Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? \_\_\_\_\_
- 6. Are you aware of any problems relating to the water systems or sewage facilities on the Property?  Yes  No  
If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:**

- 1. Is there electrical service connected to the Property?  Yes  No
- 2. If there is electrical service connected to the Property, is there a meter?  Yes  No
- 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? \_\_\_\_\_
- 4. Is natural gas connected to the Property?  Yes  No
- 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? \_\_\_\_\_
- 6. Is there a natural gas well on the Property?  Yes  No
- 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant?  Yes  No
- 8. Are you aware of any additional costs to hook up utilities to the Property?  Yes  No

If Yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be 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?  
If Yes, please attach a copy of the stake survey.  Yes  No
- 5. Are the boundaries of the Property marked in any way?  Yes  No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property?  
If Yes, please attach a copy of the Improvement Location Certification (ILC).  Yes  No
- 7. Is there fencing on the Property?  
If Yes, does the fencing belong to the Property?  Yes  No  
 Yes  No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?  Yes  No
- 9. 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?  Yes  No  
 Yes  No
- 10. 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?  Yes  No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season?  Yes  No
- 12. Has the Property received any notice for non-compliance with the noxious weed law?  Yes  No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law?  Yes  No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: \_\_\_\_\_  
Sirenia leoparda is present in the CRP  
Current owner has permissive use of access through neighbor's driveway

15. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 7. HAZARDOUS CONDITIONS:**

- 1. Are you aware of any underground storage tanks on or near this Property?  Yes  No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage 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)?  Yes  No  
If Yes, please attach a copy of the environmental reports.
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Yes  No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?  Yes  No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?  Yes  No
- 7. Are you aware of any other environmental conditions on the Property?  Yes  No
- 8. Have any other environmental inspections or tests been conducted on the Property?  Yes  No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 8. OTHER MATTERS:**

- Are you aware of:**
- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use?  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?  Yes  No
  - 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?  Yes  No

9. Any leases on the Property?  Yes  No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

Oral lease for hay - tenant is Mark DeWeese - neighbor.

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.

11. Any public authority contemplating condemnation proceedings?  Yes  No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?  Yes  No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?  Yes  No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?  Yes  No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?  Yes  No

16. Any unrecorded interests affecting the Property?  Yes  No

17. Anything that would interfere in passing clear title to the BUYER?  Yes  No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here: \_\_\_\_\_

CRP

19. Additional Comments: \_\_\_\_\_

**Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:**

**SELLER owns:**

1. Mineral rights?  Yes  No  Portion of Rights

2. Crops?  Yes  No  Portion of Rights

3. Conservation Reserve Program (CRP) payments?  Yes  No  Portion of Rights

4. Water rights?  Yes  No  Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



