



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

**SELLER:** Kristopher N. Rush & Jill S. Rush H/W

**PROPERTY:** 28809 E. 343rd Street Archie, MO 64725

**1. SELLER'S INSTRUCTIONS**

SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the value of the Property. 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.

**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? 4 yrs. How long have you owned? 4 yrs.

Does SELLER currently occupy the Property? ..... Yes ☒ No ☐

If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months.

**4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.)**

- |  |   |
|--|---|
| (a) Fill or expansive soil on the Property? .....  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (c) Is the Property or any portion thereof located in a flood zone, wetlands area or <b>proposed</b> to be located in such as designated by FEMA which requires flood insurance? ..... | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (d) Drainage or flood problems on the Property or adjacent properties? .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (e) Do you pay flood insurance premiums? .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (f) Are you aware of a need for flood insurance on the Property? .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (g) Are the boundaries of the Property marked in any way? .....  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| (h) Has Property had a stake survey? If yes, attach copy .....   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| (i) Encroachments, boundary line disputes, or non-utility easements affecting the Property .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (j) Any fencing on the Property? .....   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| If yes, does fencing belong to the Property .....  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| (k) Diseased, dead, or damaged trees or shrubs on the Property .....   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (l) Gas/oil wells, lines or storage facilities on Property or adjacent property .....  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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

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

5. ROOF:

- (a) Approximate Age: 4 years ☐ Unknown Type: asphalt
- (b) Have there been any problems with the roof, flashing or rain gutters? ..... Yes ☐ No ☒
- If so, what was the date of the occurrence \_\_\_\_\_
- (c) Have there been any repairs to the roof, flashing or rain gutters? ..... Yes ☐ No ☒
- Date of and company performing such repairs \_\_\_\_\_
- (d) Has there been any roof replacement? ..... Yes ☐ No ☒
- If yes, was it: ☐ Complete or ☐ Partial
- (e) What is the number of layers currently in place: 1 layers, or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail: (All available warranties and other documentation are attached) \_\_\_\_\_

6. INFESTATION – ARE YOU AWARE OF:

- (a) Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes ☐ No ☒
- (b) Any damage to the Property by termites, wood destroying insects or **other** pests? ..... Yes ☐ No ☒
- (c) Any termite, wood destroying insects or other pest control treatments on the Property in the last five years? ..... Yes ☐ No ☒
- If yes, list company, when and where treated \_\_\_\_\_
- (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes ☐ No ☒
- If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_. (Check one)
- ☐ The treatment system stays with the Property, or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail (attach any receipts): \_\_\_\_\_

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes ☐ No ☒
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes ☐ No ☒
- (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes ☐ No ☒
- (d) Any water leakage or dampness in the house, crawl space or basement? .... Yes ☐ No ☒
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes ☐ No ☒
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes ☐ No ☒
- (g) Any problems with fireplace and/or chimney? ..... Yes ☐ No ☒
- Date of last cleaning? \_\_\_\_\_
- (h) Does the Property have a sump pump? ..... Yes ☐ No ☒
- If yes, location \_\_\_\_\_
- (i) Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: \_\_\_\_\_

**8. 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: \_\_\_\_\_
- (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: \_\_\_\_\_

**9. PLUMBING RELATED ITEMS:**

- (a) What is the drinking water source? ☐ Public ☐ Private ☒ Well ☐ Cistern  
If well water, state type drilled depth 190 ft  
diameter 6" age 4 yrs
- (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_
- (c) Is there a water softener on the Property? ..... Yes ☒ No ☐  
(If so, is it: ☐ Leased ☒ Owned?)
- (d) Is there a water purifier system? ..... Yes ☐ No ☒  
(If so, is it: ☐ Leased ☐ Owned?)
- (e) What type of sewage system serves the Property? ☐ Public Sewer, or ☐ Private Sewer, or ☒ Septic System, or ☐ Cesspool, or ☐ Lagoon, or ☐ Other \_\_\_\_\_
- (f) The location of the sewer line clean out trap is: East side of house
- (g) Is there a sewage pump on the septic system? ..... N/A ☒ Yes ☐ No ☒
- (h) Is there a grinder pump system? ..... Yes ☐ No ☒
- (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? April 2009 By whom? Roberts Septic
- (j) Is there a sprinkler system? ..... Yes ☐ No ☒  
Does sprinkler system cover full yard and landscaped areas? ..... N/A ☒ Yes ☐ No ☐  
If "No", explain: \_\_\_\_\_
- (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes ☐ No ☒
- (l) Type of plumbing material currently used in the Property:  
☐ Copper ☐ Galvanized ☒ Other Pex  
The location of the main water shut-off is \_\_\_\_\_
- (m) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... Yes ☐ No ☒

If your answer to 9(k) in this section is "Yes", explain in detail and provide available documentation: \_\_\_\_\_

**10. 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. 4 yrs X West side

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. 4 yrs X West side

2.

(c) Are there rooms without heat or air conditioning? ..... Yes ☒ No ☐

If yes, which room(s)? Storage / under garage

(d) Does the Property have a water heater? ..... Yes ☒ No ☐

☐ Electric ☒ Gas ☐ Solar

Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

1. 4 yrs X basement

2.

(e) Are you aware of any problems regarding these items? ..... Yes ☐ No ☒

If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: \_\_\_\_\_

**11. ELECTRICAL SYSTEM:**

(a) Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown

(b) Type of electrical panel(s): ☒ Breaker ☐ Fuse

Location of electrical panel(s): basement

Size of electrical panel (total amps), if known: 200amp

(c) Are you aware of any problem with the electrical system? ..... Yes ☐ No ☒

If "Yes", explain in detail: \_\_\_\_\_

**12. HAZARDOUS CONDITIONS:**

(a) Underground tanks on the Property? ..... Yes ☐ No ☒

(b) Landfill on the Property? ..... Yes ☐ No ☒

(c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes ☐ No ☒

(d) Has the Property been tested for any of the above listed items? ..... Yes ☐ No ☒

(e) Radon in Property? ..... Yes ☐ No ☒

(f) Have you had the Property tested for radon? ..... Yes ☐ No ☒

(g) Have you had the Property tested for mold? ..... Yes ☐ No ☒

(h) Are you aware of any other environmental issues? ..... Yes ☐ No ☒

(i) Are you aware of any methamphetamine or controlled substances ever being used or manufactured on the Property? ..... Yes ☐ No ☒

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

If your answer to any of the questions in this section is "Yes", explain in detail and attach test results: \_\_\_\_\_

**13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- (a) Are you aware of any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes ☐ No ☒  
Amount: \$ \_\_\_\_\_
- (b) Are you aware or have you received any notice of any condition or proposed change in your neighborhood or surrounding area? ..... Yes ☐ No ☒
- (c) Is the Property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes ☐ No ☒
- (d) Are you aware of any violations of such covenants and restrictions? ..... Yes ☐ No ☒
- (e) Does the Homeowner's Association impose its own transfer fee when this Property is sold? ..... Yes ☐ No ☒  
If "yes", what is the amount? \$ \_\_\_\_\_
- (f) Are you aware of any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes ☐ No ☒
- (g) Are you aware of any condition or claim which may result in any change to assessments or fees? ..... Yes ☐ No ☒
- (h) Are streets privately owned? ..... Yes ☐ No ☒
- (i) Is Property in a historic, conservation or special review district that requires any alterations or improvements to Property be approved by a board or commission? ..... Yes ☐ No ☒
- (j) Is Property subject to tax abatement? ..... Yes ☐ No ☒
- (k) Is Property subject to a right of first refusal? ..... Yes ☐ No ☒

If the answer to any of the above questions is "Yes" except (c), explain in detail, including amounts, if applicable: \_\_\_\_\_

Homes Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable ☐ yearly ☐ monthly ☐ quarterly, sent to \_\_\_\_\_ and such includes: \_\_\_\_\_

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

**14. PREINSPECTION: (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).**

- (a) Has Property been preinspected? ..... Yes ☐ No ☒  
If yes, attach copy of inspection report consisting of \_\_\_\_\_ number of pages.

**15. OTHER MATTERS:**

- (a) Are you aware of any of the following?  
☐ Party walls ☐ Common areas ☐ Easement Driveways ..... Yes ☐ No ☒
- (b) Are you aware of any fire damage to the Property? ..... Yes ☐ No ☒

- (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes ☐ No ☒
- (d) Are there any violations of laws or regulations affecting the Property? ..... Yes ☐ No ☒
- (e) Are you aware of any other conditions that may materially affect the value or desirability of the Property? ..... Yes ☐ No ☒
- (f) Are you aware of any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes ☐ No ☒
- (g) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes ☒ No ☐
- (h) Do you have keys for all exterior doors, including garage doors in the home? ..... Yes ☐ No ☒
- List locks without keys \_\_\_\_\_
- (i) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes ☐ No ☒
- (j) Are you aware of any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- (k) Are you aware of anything that would interfere with giving clear title to the BUYER? ..... Yes ☐ No ☒
- (l) Are you aware of any existing or threatened legal action pertaining to the Property? ..... Yes ☐ No ☒
- (m) Are you aware of any litigation or settlement pertaining to this Property? ..... Yes ☐ No ☒
- (n) Have you added any insulation since you have owned the Property? ..... Yes ☐ No ☒
- (o) Have you replaced any appliances that remain with the Property in the past five years? ..... Yes ☒ No ☐
- (p) Are there any transferable warranties on the Property or any of its components? ..... Yes ☐ No ☒
- (q) Have you made any insurance or other claims pertaining to this Property in the past 5 years? ..... Yes ☐ No ☒
- If yes, were repairs from claim(s) completed? ..... Yes ☐ No ☐
- (r) Are you aware of any use of synthetic stucco in the property? ..... Yes ☐ No ☐

If any of the answers in this section are "Yes", (except h), explain in detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Electric Company Name: Osage Valley Phone \_\_\_\_\_

Gas Company Name: N/A Phone \_\_\_\_\_

Water Company Name: N/A Phone \_\_\_\_\_

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

The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other promotional material, provides for what is included in the sale of the Property. All existing improvements on the Property (if any) and appurtenances, fixtures and equipment, whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that 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 agents 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 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.
5. I specifically represent that there are no important representations concerning the condition or value of Property made by SELLER or Broker 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. Copyright January 2009. Last revised 11/08. All previous versions of this document may no longer be valid.

"OS" = Operating and Staying with the Property (any item that is performing its intended function). Please note the age of any appliances replaced in the last five years.  
 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.  
 "NA" = Not applicable (any item not present).  
 "NS" = Not staying with the Property (item should be identified as "NS" below and addressed as an exclusion in the Contract).

292	___ Air Conditioning Window Units, # ___	OS Garage door opener(s)	___ Sprinkler System ___
293	OS Air Conditioning Central System	OS Garage door Transmitter(s), # <u>2</u>	___ Sprinkler System Back Flow Valve
294	___ Attic Fan	___ Gas Grill	___ Sprinkler System Auto Timer
295	OS Ceiling Fans, # <u>6</u>	___ Gas Yard Light	___ Statuary/Yard Art
296	OS Central vac and attachments	___ Humidifier	OS Stove, ___ Elec. <u>Y</u> Gas
297	OS Dishwasher	___ Intercom	___ Stove Downdraft Cooktop
298	OS Disposal	OS Laundry -- Washer	___ Stove Oven ___ Elec. ___ Gas
299	OS Doorbell	OS Laundry -- Dryer	OS Stove Oven -- Convection
300	___ Electric air cleaner or purifier	___ Microwave Oven	___ Stove/Oven Clock Timer
301	OS Exhaust fan(s) -- baths	___ Propane Tank	___ Stove Vent Hood
302	___ Fireplace heat re-circulator	OS Refrigerator	___ Sump Pump
303	___ Fireplace insert	___ Location of Refrigerator <u>Kitchen</u>	___ Swimming Pool
304	___ Fireplace Gas Logs	OS Security System	___ Swimming Pool Heater
305	___ Fireplace Gas Starter	___ Owned ___ Leased	___ Swimming Pool Equipment
306	___ Fireplace -- wood burning stove	OS Smoke Detector(s), # <u>6</u>	___ Trash Compactor
307	___ Fountain(s)	___ Spa/Hot Tub	___ TV Antenna/Receiver/Satellite Dish
308	OS Furnace/heat pump/other htg system	___ Spa/Sauna	___ Own ___ Lease
309	___ Other	___ Spa Equipment	EX Water Softener and/or purifier
310	___ Other	___ Other	___ Own ___ Lease
311	___ Other	___ Other	___ Other

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (Initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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.

332		5-25-09		05/25/09
333	SELLER	DATE	SELLER	DATE
334	Kristopher N. Rush		Jill S. Rush	





**SELLER'S VACANT LAND DISCLOSURE  
AND CONDITION OF PROPERTY ADDENDUM**  
(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH RESIDENTIAL SELLER'S  
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

**SELLER:** Kristopher N. Rush & Jill S. Rush H/W

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

28809 E. 343rd Street Archie, MO 64725

Approximate date SELLER purchased Property:                     . Property is currently zoned as                     .

Please 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 acknowledges and understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and opinions set forth in this statement.

**1. WATER SOURCE:** ☐ Public ☐ Private ☒ Well ☐ Cistern ☐ Other

(a) If well water, state type Drilled depth 190'  
Diameter 6" age 4 yrs

Has water ever been tested?                      Yes ☒ No ☐

If yes, provide results of such tests in separate documentation.

(b) Other water systems & their condition:                     

(c) Comments:                     

**2. GAS/ELECTRIC:**

(a) Is there electric service on or to the Property?                      Yes ☒ No ☐

If yes, is there a meter?                      Yes ☒ No ☐

If yes, what is the distance to the electrical service? 60 ft.

(b) Does the Property have heating systems?                      Yes ☒ No ☐

☐ Electric ☐ Fuel Oil ☐ Natural Gas ☒ Heat Pump ☐ Propane ☐ Other                     

Unit 1. Age of Unit 4 yrs Leased                      Owned X Location W side of house Last Date Serviced/By Whom?                     

2.                     

3.                     

(c) Is gas connected to the Property?                      Yes ☐ No ☐

If not, distance to nearest source                     

(d) Are you aware of any additional costs to hook up utilities?                      Yes ☐ No ☐

If yes, please explain                     

(e) Comments:                     

**3. LAND (SOILS, DRAINAGE AND BOUNDARIES):**

(a) Is the property or any portion thereof 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) Are you aware of drainage or flood problems on Property or adjacent properties?                      Yes ☐ No ☒

(c) Have any neighbors complained that Property causes drainage problems?                      Yes ☐ No ☒

(d) Has the Property had a stake survey? If yes, attach copy.                      Yes ☒ No ☐

(e) Are the boundaries of the Property marked in any way?                      Yes ☒ No ☐

(f) Do you have an Improvement Location Certificate (ILC) for the Property?                      Yes ☐ No ☒

(g) Is there fencing on the Property?                      Yes ☒ No ☐

If yes, does the fencing belong to the Property?                      Yes ☒ No ☐

(h) Are you aware of any encroachments, boundary line disputes, or non-utility easements affecting the Property?                      Yes ☐ No ☒

(i) 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? Yes ☐ No ☒  
If the answer is yes, please explain \_\_\_\_\_

(j) Are you aware of any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

(k) Comments: \_\_\_\_\_

#### 4. 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? 1 MONTH AGO

By whom? \_\_\_\_\_

(b) Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☒

#### 5. LEASEHOLD AND TENANT'S RIGHTS INTERESTS, INCLUDING GAS AND OIL LEASES:

(Check and complete applicable box(es)).

(a) Are there leasehold interests or tenant's rights in the Property? Yes ☐ No ☒

If yes, please 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.

(b) Are there tenant's rights in the property? Yes ☐ No ☒

If yes, please complete the following:

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

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

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.

☐ Additional leasehold interest or tenant's rights exist. (Attach description).

#### 6. MINERAL RIGHTS:

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: \_\_\_\_\_

#### 7. WATER RIGHTS:

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: \_\_\_\_\_

#### 8. CROPS planted at time of sale:

☒ Pass with the land to the Buyer.

☐ Remain with the Seller.

106 **9. GOVERNMENT FARM PROGRAMS:**

- 107 ☐ Seller is not currently participating in any government farm program.
- 108 ☒ Seller is participating in a government farm program and Buyer accepts responsibility for
- 109 researching said program.
- 110 ☐ Buyer acknowledges that there are possible government farm programs on this property, or could
- 111 be obtained, and Buyer accepts the responsibility for researching said programs. Buyer is not
- 112 relying on any other representations regarding accessing government programs.
- 113 ☐ Buyer acknowledges and agrees to execute necessary documentation to continue
- 114 government farm program subsequent to closing.
- 115 ☐ Buyer does not intend to participate in any existing government farm program.
- 116

117 **10. HAZARDOUS CONDITIONS:**

118 **Are you aware of:**

- 119 (a) Any underground storage tanks on or near Property? ..... Yes ☐ No ☒
- 120 (b) Any previous or current existence of hazardous conditions (e.g. storage tanks, oil
- 121 tanks, oil spills, tires, batteries, or other hazardous conditions? ..... Yes ☐ No ☒
- 122 If so, what is the location)? .....
- 123 (c) Are you in possession of previous environmental reports (e.g., Phase 1
- 124 Environmental reports)? ..... Yes ☐ No ☒
- 125 If so, attach a copy of the reports.
- 126 (d) Any disposal of any hazardous waste products, chemicals, polychlorinated
- 127 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
- 128 insulation on the Property or adjacent property? ..... Yes ☐ No ☒
- 129 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
- 130 in wet areas)? ..... Yes ☐ No ☒
- 131 (f) Any existing hazardous conditions on the Property or adjacent properties (e.g.
- 132 methane gas, radon gas, radioactive material, landfill, toxic materials)? ..... Yes ☐ No ☒
- 133 (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? ..... Yes ☐ No ☒
- 134 (h) Are you aware of any other environmental conditions on the Property or adjacent
- 135 properties? ..... Yes ☐ No ☒
- 136 If yes, explain .....
- 137 (i) Have any tests been conducted on the Property? ..... Yes ☐ No ☒
- 138 If yes, explain .....
- 139 (j) Comments: .....
- 140

141 **11. OTHER MATTERS:**

142 **Are you aware of:**

- 143 (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? ..... Yes ☐ No ☒
- 144 (b) Any violation of laws or regulations affecting the Property? ..... Yes ☐ No ☒
- 145 (c) Any existing or threatened legal action pertaining to the Property? ..... Yes ☐ No ☒
- 146 (d) Any litigation or settlement pertaining to the Property? ..... Yes ☐ No ☒
- 147 (e) Any current or future special assessments to the Property? ..... Yes ☐ No ☒
- 148 (f) Any other conditions that may materially and adversely affect the value or
- 149 desirability of the Property? ..... Yes ☐ No ☒
- 150 (g) Are you aware of any other condition that may prevent you from completing the
- 151 sale of the Property? ..... Yes ☐ No ☒
- 152 (h) Any burial grounds on the Property? ..... Yes ☐ No ☒
- 153 (i) Any public authority contemplating condemnation proceedings? ..... Yes ☐ No ☒
- 154 (j) Any government rule limiting the future use of the Property other than existing
- 155 zoning and subdivision regulations? ..... Yes ☐ No ☒
- 156 (k) Any government plans or discussion of public projects that could lead to special
- 157 benefit assessment against the Property or any part thereof? ..... Yes ☐ No ☒
- 158

- (l) The Property being placed into any of the government's Farm Plans? ..... Yes ☒ No ☐  
If yes, identify the program(s) and briefly describe the details of the program(s) and in what year  
does the Property come out of the program? Whip - Fences Must Remain  
It took until 2014
- (m) 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 ☒
- (n) Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- (o) Anything that would interfere in passing clear title to the Buyer? ..... Yes ☐ No ☒

SELLER acknowledges that the information contained in this statement is accurate, true and complete to the best of SELLER'S knowledge, information and belief; SELLER has provided all the information contained in this SELLER'S Vacant Land Disclosure and Condition of Property Addendum; and that the Broker has not prepared, nor assisted in the preparation of this Statement. SELLER hereby authorizes Broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the Property.

**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.**

Kristopher N. Rush 5-25-09 Jill S. Rush 05/25/09  
SELLER Kristopher N. Rush DATE SELLER Jill S. Rush DATE

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that 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 agents 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 (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.
4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent that there are no important representations concerning the condition or value of the Property made by SELLER or BROKER 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. Copyright January 2009. Last revised 10/08. All previous versions of this document may no longer be valid.



105 E. Amity, Ste 1  
Louisburg, KS 66053  
Ph: 913-871-7377

## FRANCHISE DISCLOSURE

SELLER: Kristopher N. Rush & Jill S. Rush H/W

BUYER: \_\_\_\_\_

PROPERTY 28809 E. 343<sup>rd</sup> Street Archie, MO 64725

### COMPANY DISCLOSURE STATEMENTS:

☐ SELLING COMPANY

☒ LISTING COMPANY

A. RE/MAX PARTNERS is an Independently Owned and Operated Member of RE/MAX INTERNATIONAL

B. HOMEOWNER'S WARRANTY

The price for a warranty plan includes all fees for processing, administration and mechanical evaluation for the warranty company. The real estate broker may receive a portion of this fee up to \$75.00.

Kristopher N. Rush 5/25/09  
Seller Date

Jill S. Rush 05/25/09  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



## RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 SELLER: Kristopher N. Rush & Jill S. Rush H/W

2 BUYER:

3 PROPERTY: 28809 E. 343rd Street Archie, MO 64725

4  
5  
6  
7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system.  
8 Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject  
9 to local, state and federal regulation. Installations which were proper at the time of original construction  
10 may not comply with governmental regulations which have been enacted since that time. It is  
11 recommended that BUYER check with lender and/or local government authority regarding septic  
12 system inspection.

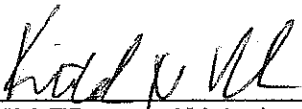

13  
14 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated that the  
15 BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory  
16 requirements.

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

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

24  
25 The cost of pumping the septic tank, if needed, for purposes of this inspection will be paid by  
26 (Check One) ☐ SELLER ☐ BUYER.

27  
28  
29 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,  
30 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
31 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

32  
33  
34  
35  5/25/09  
36 SELLER Kristopher N. Rush DATE BUYER DATE  
37  5/25/09  
38 SELLER Jill S. Rush DATE BUYER DATE

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