



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

SELLER: Quinn & Sue WISHON

PROPERTY: 1125 N STATE AVE ROAD, Drexel, MO 64742

1. NOTICE TO SELLER.

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 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. 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? House 13 yrs

Does SELLER currently occupy the Property? Since 2006 How long have you owned? Since 2006

If "No", how long has it been since SELLER occupied the Property? _____ years/months Yes ☐ No ☐

4. TYPE OF CONSTRUCTION. ☒ Manufactured

☐ Modular ☐ Conventional/Wood Frame

☐ Mobile

☐ Other _____

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

a. Any fill or expansive soil on the Property? Yes ☐ No ☒

b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒

c. 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 ☒

d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒

e. Any flood insurance premiums that you pay? Yes ☐ No ☒

f. Any need for flood insurance on the Property? Yes ☐ No ☒

g. Any boundaries of the Property being marked in any way? Sept Yes ☐ No ☒

h. The Property having had a stake survey? Yes ☒ No ☐

i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☒ No ☐

j. Any fencing on the Property? Yes ☐ No ☒

If "Yes", does fencing belong to the Property? N/A ☐ Yes ☒ No ☐

k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒

m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒

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

SWD Initials
SELLER | SELLER

Initials
BUYER | BUYER

6. ROOF.

- a. Approximate Age: _____ years ☒ Unknown Type: Metal
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
If "Yes", 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 or attach all warranty information and other documentation: _____

7. 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 (5) years? Yes ☐ No ☒
If "Yes", list company, when and where treated _____
- d. Any current 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 or attach all warranty information and other documentation: _____

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
ARE YOU AWARE OF:

- a. Any 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 including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes ☐ No ☒
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Not Stop Replaced 6-2018 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 or attach all warranty information and other documentation: _____

Replaced Sump Pump

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Initials
BUYER | BUYER

9. 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 in detail: _____
- 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 in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- 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 "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. The location of the sewer line clean out trap is: West 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? 7/2019 By whom? _____
- j. Is there a sprinkler system? Yes ☒ No ☐
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☒
If "No", explain in detail: _____
- 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 ☐ PVC ☒ PEX ☐ Other _____
The location of the main water shut-off is: West Wall
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A ☐ Yes ☐ No ☒

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: _____

SPD Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

11. 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. _____
2. New motor 08-2019
- 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. _____
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☒
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes ☐ No ☐
☒ Electric ☐ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. _____
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown
- b. Type of electrical panel(s): ☐ Breaker ☐ Fuse
Location of electrical panel(s): next to fridge
Size of electrical panel (total amps), if known: _____
- c. Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail: _____

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☒
- b. Any landfill on the Property? Yes ☒ No ☐
- c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes ☐ No ☒
- d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☒
- e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☒
- f. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☒
- g. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
- h. Any other environmental issues? Yes ☐ No ☒
- i. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
- j. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☒
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:

40 bags of concrete - South of building

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Initials
BUYER | BUYER

202 14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- 203 a. The Property located outside of city limits? Yes ☐ No ☒
- 204 b. Any current/pending bonds, assessments, or special taxes that
205 apply to Property? Yes ☐ No ☒
206 If "Yes", what is the amount? \$ Yes ☐ No ☒
- 207 c. Any condition or proposed change in your neighborhood or surrounding
208 area or having received any notice of such? Yes ☐ No ☒
- 209 d. Any defect, damage, proposed change or problem with any
210 common elements or common areas? Yes ☐ No ☒
- 211 e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- 212 f. Any streets that are privately owned? Yes ☐ No ☒
- 213 g. The Property being in a historic, conservation or special review district that
214 requires any alterations or improvements to the Property be approved by a
215 board or commission? Yes ☐ No ☒
- 216 h. The Property being subject to tax abatement? Yes ☐ No ☒
- 217 i. The Property being subject to a right of first refusal? Yes ☐ No ☒
218 If "Yes", number of days required for notice: Yes ☐ No ☒
- 219 j. The Property being subject to covenants, conditions, and restrictions of a
220 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 221 k. Any violations of such covenants and restrictions? N/A ☐ Yes ☐ No ☒
- 222 l. The Homeowner's Association imposing its own transfer fee and/or
223 initiation fee when the Property is sold? N/A ☐ Yes ☐ No ☒
224 If "Yes", what is the amount? \$ N/A ☐ Yes ☐ No ☒

225 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
226 payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such
227 includes: _____
228 Homeowner's Association/Management Company contact name, phone number, website, or email address:
229 _____
230 _____
231 _____
232 _____
233 _____

234 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other
235 documentation: _____
236 _____
237 _____

238 15. PREVIOUS INSPECTION REPORTS.

239 Has Property been inspected in the last twelve (12) months? Yes ☒ No ☐
240 If "Yes", a copy of inspection report(s) are available upon request.

241 16. OTHER MATTERS. ARE YOU AWARE OF:

- 242 a. Any of the following?
243 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 244 b. Any fire damage to the Property? Yes ☐ No ☒
- 245 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 246 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 247 e. Any other conditions that may materially affect the value
248 or desirability of the Property? Yes ☐ No ☒
- 249 f. Any other condition, including but not limited to financial, that may prevent
250 you from completing the sale of the Property? Yes ☐ No ☒
- 251 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 252 h. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
253 List locks without keys Yes ☐ No ☒
- 254 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 255 j. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- 256 k. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

257
SELLER Initials SP10 BUYER Initials _____
BUYER BUYER

- l. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- m. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- n. Any added insulation since you have owned the Property? Yes ☐ No ☒
- o. Having replaced any appliances that remain with the Property in the past five (5) years? N/A Yes ☐ No ☒
- p. Any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- q. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes ☐ No ☒
If "Yes", were repairs from claim(s) completed? N/A ☐ Yes ☐ No ☒
- r. Any use of synthetic stucco on the Property? Yes ☐ No ☒

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

17. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name:	<u>KCP&L</u>	Phone #	_____
Gas Company Name:	<u>SPICE</u>	Phone #	_____
Water Company Name:	<u>City of</u>	Phone #	_____
Trash Company Name:	<u>Waste Management</u>	Phone #	_____
Other:	_____	Phone #	_____
Other:	_____	Phone #	_____

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

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
Fences	Mounted entertainment brackets	(if attached)
Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
Floor coverings (if attached)		and mounting components

<u>SM/L</u>	Initials	_____	Initials	_____
SELLER	SELLER		BUYER	BUYER

Fill in all blanks using one of the abbreviations listed below.

"OS" = Operating and Staying with the Property (any item that is performing its intended function).

"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.)

301
302
303
304
305
306
307
308
309 NA Air Conditioning Window Units, # _____
310 OS Air Conditioning Central System
311 OS Attic Fan
312 OS Ceiling Fan(s), # _____
313 NA Central Vac and Attachments
314 NA Closet Systems
315 Location _____
316 EX Doorbell
317 NA Electric Air Cleaner or Purifier
318 NA Electric Car Charging Equipment
319 OS Exhaust Fan(s) - Baths
320 OS Fences - Invisible & Controls
321 Fireplace(s), # NA
322 Location #1 _____ Location #2 _____
323 _____ Chimney _____ Chimney
324 _____ Gas Logs _____ Gas Logs
325 _____ Gas Starter _____ Gas Starter
326 _____ Heat Re-circulator _____ Heat Re-circulator
327 _____ Insert _____ Insert
328 _____ Wood Burning Stove _____ Wood Burning Stove
329 _____ Other _____ Other
330 NA Fountain(s)
331 OS Furnace/Heat Pump/Other Heating System
332 OS Garage Door Keyless Entry (1)
333 OS Garage Door Opener(s), # 1
334 OS Garage Door Transmitter(s), # 1
335 NA Gas Yard Light
336 NA Humidifier
337 NA Intercom
338 OS Jetted Tub
339 KITCHEN APPLIANCES
340 Cooking Unit
341 OS Cooktop K Elec. _____ Gas
342 _____ Microwave Oven
343 OS Oven
344 ✓ Elec. _____ Gas _____ Convection
345 _____ Stove/Range
346 _____ Elec. _____ Gas _____ Convection
347 OS Dishwasher
348 OS Disposal
349 NA Freezer
350 Location _____
351 OS Ice maker
352 OS Refrigerator (#1)
353 Location KIT.
354 OS Refrigerator (#2)
355 Location SHOP
356 NA Trash Compactor

NS Laundry - Washer NS
NS Laundry - Dryer
_____ Elec. _____ Gas
MOUNTED ENTERTAINMENT EQUIPMENT
NA Item #1 _____
_____ Location _____
_____ Item #2 _____
_____ Location _____
_____ Item #3 _____
_____ Location _____
_____ Item #4 _____
_____ Location _____
_____ Item #5 _____
_____ Location _____
NA Outside Cooking Unit
NA Propane Tank
_____ Owned _____ Leased
NA Security System
_____ Owned _____ Leased
OS Smoke/Fire Detector(s), # ✓
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
NA Statuary/Yard Art
OS Sump Pump (SHOP)
NA Swimming Pool (Swimming Pool Rider Attached)
NA Swimming Pool Heater
NA Swimming Pool Equipment
OS TV Antenna/Receiver/Satellite Dish
_____ Owned K Leased
OS Water Heater
NA Water Softener and/or Purifier
_____ Owned _____ Leased
NS Other SEWING SHED
NS Other GREEN KIT. CABINET
NS Other BLUE COMPRESSOR
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____
_____ Other _____

SPW Initials
SELLER | SELLER

Initials
BUYER | BUYER

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, to the best of their knowledge, 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 the Licensee assisting SELLER 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. (SELLER and BUYER 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.

See Broker's Office 9/3/2019
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 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(s) (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 neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of 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 the 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 August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.



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)

SELLER: Jim & Sue Wishow

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

1125 N/STATELINE Road, DEER MO 64742

Approximate date SELLER purchased Property: 2006. Property is currently zoned as Commercial

1. NOTICE TO SELLER.

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 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. 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. WATER SOURCE.

a. Is there a water source on or to the Property? Yes ☒ No ☐

☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other ☐ None

b. If well, state type _____ depth _____

1. Diameter _____ age _____

2. Has water ever been tested? Sept Yes ☐ No ☐

c. Other water systems & their condition: SEPTIC - SATISFACTOR

d. Is there a water meter on the Property? Yes ☒ No ☐

e. Is there a rural water certificate? Yes ☐ No ☒

f. Other applicable information: _____

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

4. GAS/ELECTRIC.

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

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

b. Is there gas service on the Property? Yes ☒ No ☐

If "Yes", what is the source? _____

c. Are you aware of any additional costs to hook up utilities? Yes ☐ No ☒

d. Other applicable information: _____

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

SELLER | SELLER Initials

BUYER | BUYER Initials

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 Yes ☒ No ☐
- g. Any fencing/gates on the Property? Yes 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" (except g), explain in detail or attach all warranty information and other documentation: _____

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? 07-14-2019
By whom? _____
- b. Has Property had any surface or subsurface soil testing related to installation of sewage facility? N/A ☐ Yes ☐ No ☒
- c. 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: _____

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: _____
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.

SPLO Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

- 99 b. Are there tenant's rights in the property? Yes ☐ No ☒
100 If "Yes", complete the following:
101 Tenant/Tenant Farmer is: _____
102 Contact number is: _____
103 Seller is responsible for: _____
104 Tenant/Tenant Farmer is responsible for: _____
105 Split or Rent is: _____
106 Agreement between Seller and Tenant shall end on or before: _____
107 ☐ Copy of Agreement is attached.
108 c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☐
109 If "Yes", explain: _____
110 _____
111 _____

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

- 113 ☒ Pass unencumbered with the land to the Buyer.
114 ☐ Remain with the Seller.
115 ☐ Have been previously assigned as follows: _____
116 _____
117 _____

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

- 119 ☒ Pass unencumbered with the land to the Buyer.
120 ☐ Remain with the Seller.
121 ☐ Have been previously assigned as follows: _____
122 _____
123 _____

124 10. CROPS (planted at time of sale).

- 125 ☐ Pass with the land to the Buyer.
126 ☐ Remain with the Seller.
127 ☐ Have been previously assigned as follows: _____
128 _____
129 _____

130 11. GOVERNMENT PROGRAMS.

- 131 a. Are you currently participating, or do you intend to participate, in any government
132 farm program? Yes ☐ No ☒
133 b. Are you aware of any interest in all or part of the Property that has been reserved
134 by previous owner or government action to benefit any other property? Yes ☐ No ☒
135

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

140 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

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

153 SPW Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

- 153 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
154 h. Any other environmental conditions on the Property or adjacent properties? Yes ☐ No ☒
155 i. Any tests conducted on the Property? Yes ☐ No ☒
156

157 If any of the answers in this section are "Yes" (except b), explain in detail or attach documentation: _____
158 _____
159 _____
160

161 **13. OTHER MATTERS. ARE YOU AWARE OF:**

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

183 If any of the answers in this section are "Yes", explain in detail or attach documentation: _____
184 _____
185 _____
186

187 **14. UTILITIES.** Identify the name and phone number for utilities listed below.

188 Electric Company Name: KCP&L Phone # _____
189 Gas Company Name: SP&G Phone # _____
190 Water Company Name: Prevel Phone # _____
191

192 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
193 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a
194 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this
195 information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will
196 promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes
197 prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in
198 writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional
199 changes. If attached, # _____ of pages).

199 SMU Initials SELLER and BUYER acknowledge they have read this page Initials _____
SELLER | SELLER 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.

Sue Bush Wilson 9/3/19
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 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(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 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.



RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 SELLER: Jim A. + Donna Sue Bush Wishon (Amc)

2 BUYER: _____

3
4
5 PROPERTY: 1125 N. STATE LINE RD., DREXEL MO. 64742

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

12
13 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S
14 financing may be conditioned upon proof that the septic system meets current regulatory requirements.

15
16 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an
17 independent inspection of the septic system.

18
19 In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any
20 other reason, and it is determined the system does not comply, it may be necessary to bring the system
21 into compliance. Significant expense may be involved.

22
23 The cost of uncovering and recovering the septic tank lid, if needed, for purposes of this inspection will be paid by:
24 (Check One) ☒ SELLER ☐ BUYER.

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

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

33
34
35 Donna Sue Bush Wishon 9-8-19
36 SELLER _____ DATE BUYER _____ DATE

37
38
39 Jim Wishon 9-8-19
40 SELLER _____ DATE BUYER _____ DATE

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UTILITY BILLS

PROPERTY ADDRESS 1125 N STATE LINE Road

MONTHLY	ELECTRIC KCPL	GAS SPIRE	WATER Dugan 45.00	SEWER NA
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Yearly Ave	4,435. ⁰⁰ <u>yr.</u>	3,000. ⁰⁰ <u>yr.</u>	45. ⁰⁰ <u>month</u>	1125. ⁰⁰ <u>yr.</u>

TAXES _____

UTILITY Company Information

Louisburg Gas Co.
5 S. Peoria

(913) 837-5371

Electric Co. KCPL
Paola, KS

(888) 471-5275

L & K Trash Service
5 S. Peoria

(913) 837-4637

Classic Cable of Paola
Paola, KS

(800) 999-8876

Rural Water District # 4

Louisburg, KS (913) 377-2104

Louisburg Water Co.
5 S. Peoria

(913) 837-5371

L & K Trash Service
5 S. Peoria

(913) 837-4637

Telephone- MoKan Dial

112 S. Broadway (913) 837-2219

Rural Water District # 2
Hillsdale, KS

(913) 783-4325

Proposed Drexel Business Park

