



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:** Elaine Boyd and Jerry Lee Boyd

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
4 described below) RENNER FIRST ADDN, S04, T17, R25, LOT 1, ACRES 4.84, LT 1

5 RENNER FIRST ADDITION SUB SECTION 0
6 5 Acres North / West Corner Mission Belleview Road and 295th Street
7

8 Approximate date SELLER purchased Property: 09/21/2018. Property is
9 currently zoned as CS - Countryside.

10
11 **1. NOTICE TO SELLER.**

12 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets
13 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any
14 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in
15 civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures.
16 Licensee(s), prospective buyers and buyers will rely on this information.

17
18 **2. NOTICE TO BUYER.**

19 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a
20 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by
21 SELLER or a warranty or representation by the Broker(s) or their licensees.

22
23 **3. WATER SOURCE.**

- 24 a. Is there a water source on or to the Property? Yes No
- 25 Public Private Well Cistern Other None
- 26 b. If well, state type _____ depth _____
- 27 1. Diameter _____ age _____
- 28 2. Has water ever been tested? Yes No
- 29 c. Other water systems & their condition: _____
- 30 d. Is there a water meter on the Property? Yes No
- 31 e. Is there a rural water certificate? Yes No
- 32 f. Other applicable information: _____

33
34
35 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**

36 Water pressure testing completed with acceptable pressure readings. Water meter has been requested and paid for
37 through Rural Water District and will be installed as soon as weather permits

38
39 **4. GAS/ELECTRIC.**

- 40 a. Is there electric service on the Property? Yes No
- 41 If "Yes", is there a meter? N/A Yes No
- 42 b. Is there gas service on the Property? Yes No
- 43 If "Yes", what is the source? _____
- 44 c. Are you aware of any additional costs to hook up utilities? Yes No
- 45 d. Other applicable information: _____

46
47
48 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**

49
50

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- 51 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**
- 52 **a.** The Property or any portion thereof being located in a flood zone, wetlands area or **proposed**
- 53 to be located in such as designated by FEMA which requires flood insurance? Yes No
- 54 **b.** Any drainage or flood problems on the Property or adjacent properties? Yes No
- 55 **c.** Any neighbors complaining Property causes drainage problems? Yes No
- 56 **d.** The Property having had a stake survey? Yes No
- 57 **e.** Any boundaries of the Property being marked in any way? Yes No
- 58 **f.** Having an Improvement Location Certificate (ILC) for the Property? Yes No
- 59 **g.** Any fencing/gates on the Property? Yes No
- 60 If "Yes", does fencing/gates belong to the Property? Yes No
- 61 **h.** Any encroachments, boundary line disputes, or non-utility
- 62 easements affecting the Property? Yes No
- 63 **i.** Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
- 64 problems that have occurred on the Property or in the immediate vicinity? Yes No
- 65 **j.** Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 66 **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:

Previous survey markers are visible; Fence surrounding property on 2 sides

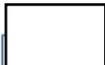
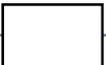
- 73 **6. SEWAGE.**
- 74 **a.** Does the Property have any sewage facilities on or connected to it? Yes No
- 75 If "Yes", are they:
- 76 Public Sewer Private Sewer Septic System Cesspool
- 77 Lagoon Grinder Pump Other _____
- 78 If applicable, when last serviced? _____
- 79 By whom? _____
- 80 **b.** Has Property had any surface or subsurface soil testing related to
- 81 installation of sewage facility? N/A Yes No
- 82 **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:

- 88 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**
- 89 **(Check and complete applicable box(es))**
- 90 **a.** Are there leasehold interests in the Property? Yes No
- 91 If "Yes", complete the following:
- 92 Lessee is: _____
- 93 Contact number is: _____
- 94 Seller is responsible for: _____
- 95 Lessee is responsible for: _____
- 96 Split or Rent is: _____
- 97 Agreement between Seller and Lessee shall end on or before: _____
- 98 **Copy of Lease is attached.**

 
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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

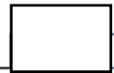
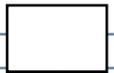
140 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 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


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9:25 AM CST
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9:30 AM CST
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- 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

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

158

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: _____

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

184

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

188 Electric Company Name: _____ Phone # _____

189 Gas Company Name: _____ Phone # _____

190 Water Company Name: _____ Phone # _____

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).**

 
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Initials **SELLER and BUYER acknowledge they have read this page** Initials

BUYER BUYER

200 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
201 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN
202 ATTORNEY BEFORE SIGNING.
203
204

205 *Elaine Boyd* dotloop verified
206 03/01/19 9:25 AM CST
K9LP-LBWR-FLEI-Z3F9

207 SELLER DATE

205 *Jerry Lee Boyd* dotloop verified
206 03/01/19 9:30 AM CST
QDEI-DDAK-EDFQ-I3CT

207 SELLER DATE

208
209 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

225 _____

226 BUYER DATE

225 _____

226 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 2019.