



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

SELLER (Indicate Marital Status): Robert R Clutter II + Doris S Clutter h+w

PROPERTY: 27625 S. ST. RT. D., Cleveland, MO 64734

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? 29 yrs How long have you owned? 20 yrs
Does SELLER currently occupy the Property? Yes ☒ No ☐
If "No", how long has it been since SELLER occupied the Property? _____ years/months

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? 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: g. fencing h. survey in 2000

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6. ROOF.

- a. Approximate Age: 10 years ☐ Unknown Type: Shingle
- 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 Batt-Coll Inc
- 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 1 year.
(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 windows or exterior doors? Yes ☐ No ☒
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☒ Yes ☐ No ☐
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- i. Does the Property have a sump pump? Yes ☐ No ☒
If "Yes", location: _____
- j. 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: basement wall cracked following water line leak. Repaired by epoxy injection. No problem or leak since

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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, Number of Tanks 1 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. The location of the sewer line clean out trap is: _____
- 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? _____ 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: basement - south 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: _____

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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. 6 yr ✓
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. 2020 /RLF Mechanical
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. 10 yrs ✓ Basement 40
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): garage, basement, Morton shop, Shed
Size of electrical panel(s) (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: _____

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

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

Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such includes: _____

Homeowner's Association/Management Company contact name, phone number, website, or email address: _____

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

15. PREVIOUS INSPECTION REPORTS.

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

16. OTHER MATTERS. ARE YOU AWARE OF:

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

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BUYER | BUYER

- m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes ☐ No ☒
- q. Any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- r. 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 ☐
- s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

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

2 toy poodles

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

Electric Company Name: <u>Evergy</u>	Phone # <u>1-888-471-5275</u>
Gas Company Name: <u>DuPont Ind</u>	Phone # <u>713-664-8600</u>
Water Company Name: <u>Pros #7</u>	Phone # <u>816-779-6625</u>
Trash Company Name: _____	Phone # _____
Other: _____	Phone # _____
Other: _____	Phone # _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

If "Yes" list: _____

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

19. 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 1b and 1c 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 1b and/or 1c, 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:

Attached shelves, racks, towel bars	Fireplace grates, screens, glass doors
Attached lighting	Mounted entertainment brackets
Attached floor coverings	Plumbing equipment and fixtures
Bathroom vanity mirrors,	Storm windows, doors, screens
attached or hung	Window blinds, curtains, coverings
Fences (including pet systems)	and window mounting components

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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.)

NA Air Conditioning Window Units, # _____
OS Air Conditioning Central System
EX Attic Fan
OS Ceiling Fan(s), # 3
NA Central Vac and Attachments
NA Closet Systems
 Location _____
OS Doorbell
NA Electric Air Cleaner or Purifier
NA Electric Car Charging Equipment
OS Exhaust Fan(s) - Baths
NA Fences - Invisible & Controls
 Fireplace(s), # 0
 Location #1 _____ Location #2 _____
 _____ Chimney _____ Chimney
 _____ Gas Logs _____ Gas Logs
 _____ Gas Starter _____ Gas Starter
 _____ Heat Re-circulator _____ Heat Re-circulator
 _____ Insert _____ Insert
 _____ Wood Burning Stove _____ Wood Burning Stove
 _____ Other _____ Other

NS Fountain(s)
OS Furnace/Heat Pump/Other Heating System
OS Garage Door Keyless Entry
OS Garage Door Opener(s), # 2
 _____ Garage Door Transmitter(s), # 1
NA Gas Yard Light
NA Humidifier
NA Intercom
NA Jetted Tub

KITCHEN APPLIANCES

Cooking Unit
 _____ Cooktop _____ Elec. OS Gas
NA Microwave Oven
 _____ Oven
OS Elec. OS Gas OS Convection
 _____ Stove/Range
 _____ Elec. _____ Gas _____ Convection

OS Dishwasher
OS Disposal
NS Freezer
 Location _____
OS Ice maker
OS Refrigerator (#1)
 Location Kitchen
NS Refrigerator (#2)
 Location laundry room
NA Trash Compactor

NS Laundry - Washer
NS Laundry - Dryer
✓ Elec. _____ Gas

MOUNTED ENTERTAINMENT EQUIPMENT

Item #1 _____
 Location _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
 Item #5 _____
 Location _____

NS Outside Cooking Unit
NA Propane Tank
 _____ Owned _____ Leased
NA Security System
 _____ Owned _____ Leased
OS Smoke/Fire Detector(s), # _____
OS Shed
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
✓ Sprinkler System Auto Timer
✓ Sprinkler System Back Flow Valve
 _____ Sprinkler System (Components & Controls)
NS Statuary/Yard Art
NA Swing set/Playset
NA Sump Pump
✓ Swimming Pool (Swimming Pool Rider Attached)
✓ Swimming Pool Heater
 _____ Swimming Pool Equipment
OS TV Antenna/Receiver/Satellite Dish
 _____ Owned _____ Leased
OS Water Heater(s)
NA Water Softener and/or Purifier
 _____ Owned _____ Leased
NA Boat Dock, ID # _____
NA Camera-Surveillance Equipment
NA Generator
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____

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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.

<u>Robert P. Clutter II</u>	<u>7/6/21</u>	<u>Doris Clutter</u>	<u>7/6/21</u>
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
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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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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 (Indicate Marital Status): Robert R Clutter II & Doris Clutter h+w

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

Approximate date SELLER purchased Property: July 1999. Property is currently zoned as Residential

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? Yes ☐ No ☐
- c. Other water systems & their condition: _____
- 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? farm tap PEPL
- 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: _____

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5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:

- a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
- b. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- c. Any neighbors complaining Property causes drainage problems? Yes ☐ No ☒
- d. The Property having had a stake survey? Yes ☒ No ☐
- e. Any boundaries of the Property being marked in any way? Yes ☒ No ☐
- f. Having an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
- g. Any fencing/gates on the Property? Yes ☒ No ☐
If "Yes", does fencing/gates belong to the Property? Yes ☒ No ☐
- h. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
- i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☒
- j. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- k. Other applicable information: _____

If any of the answers in this section are "Yes" (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? _____
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.

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b. Are there tenant's rights in the Property? Yes ☐ No ☒

If "Yes", 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.

c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒

If "Yes", explain: _____

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

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

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

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

10. CROPS (planted at time of sale).

☒ Pass with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

11. GOVERNMENT PROGRAMS.

a. Are you currently participating, or do you intend to participate, in any government farm program? Yes ☐ No ☒

b. Are you aware of any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☒

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

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

a. Any underground storage tanks on or near Property? Yes ☐ No ☒

b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☒

If "Yes", what is the location? _____

c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes ☐ No ☒

d. Any disposal of any hazardous waste products, chemicals, polychlorinated biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or insulation on the Property or adjacent property? Yes ☐ No ☒

e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers in wet areas)? Yes ☐ No ☒

f. Any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒

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Initials _____
BUYER | BUYER

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

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

13. OTHER MATTERS. ARE YOU AWARE OF:

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

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

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

Electric Company Name: EVERGY Phone # _____

Gas Company Name: DaCott Ind Phone # _____

Water Company Name: PWSD #7 Phone # _____

Other: _____ Phone # _____

15. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

If "Yes", list: _____

Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

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 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 any list of additional changes. If attached, # _____ of pages).

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SELLER | SELLER

Initials _____
BUYER | BUYER

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

Robert D. Chatter II 7/6/21 Darius Chatter 7/6/21
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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



RESIDENTIAL SEPTIC SYSTEM ADDENDUM

SELLER: Robert R. & Doris J. Clutter

BUYER: _____

PROPERTY: 27625 S. State Rd. D, Cleveland Mo. 64734

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

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

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

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

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

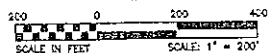
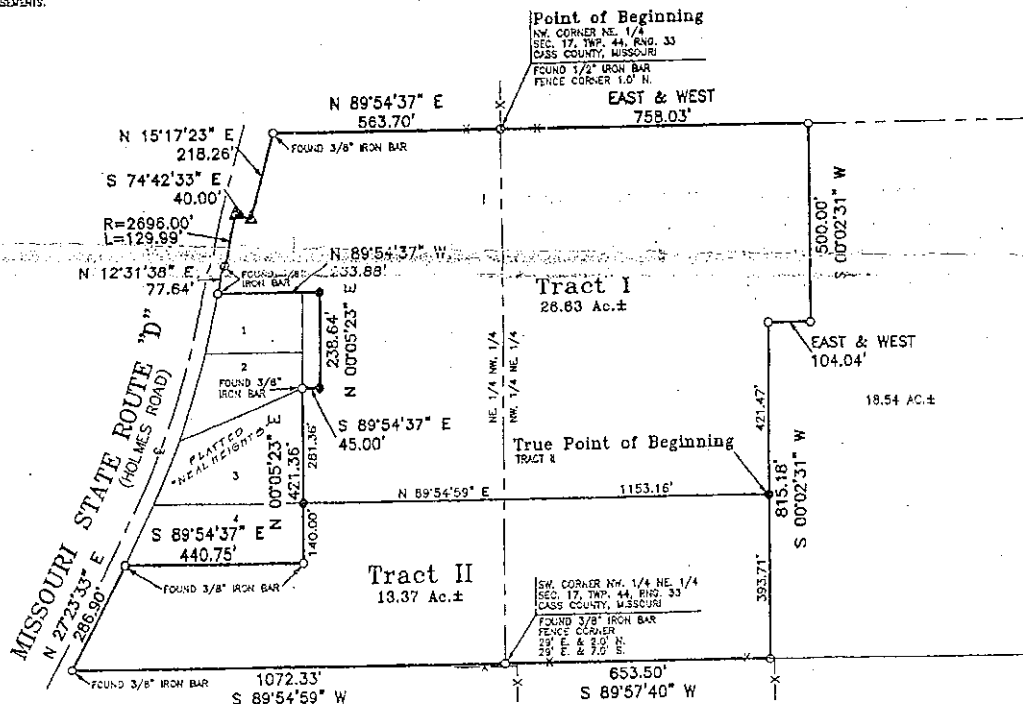
The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by: (Check One) ☒ SELLER ☐ BUYER.

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.

Robert R. Clutter 7/6/21
SELLER DATE BUYER DATE

Doris J. Clutter 7/6/21
SELLER 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 09/19. All previous versions of this document may no longer be valid. Copyright January 2021.

[illegible][illegible][illegible]

- = FOUND 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED
LS 1733, UNLESS NOTED OTHERWISE
- ◆ = SET 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED
BOHNS SURVEY CO.
- X---X---
A = EXISTING BARBED WIRE FENCE
- ▲ = RIGHT-OF-WAY MARKER

NOTE: A CURRENT TITLE COMMITMENT HAD NOT BEEN PROVIDED BY THE OWNER AS OF THE DATE OF ISSUANCE OF THIS PLAT OF SURVEY. THIS COMPANY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A
SUBURBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS
FOR PROPERTY BOUNDARY SURVEYS.

THIS PLAT OF SURVEY WAS PREPARED FOR DOUG HARRIS AND DOUG CLUTTER AND IS EXPRESSLY FOR THEIR USE AND NO PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE MAKING A WRITTEN INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY. THE UNDERSIGNED, REGISTERED LAND SURVEYOR, HEREBY STATES HE HAS COMPLETED A SURVEY OF THE ABOVE DESCRIBED PLAT AND THAT ALL MEASUREMENTS, BEING ANGULAR AND LINEAR, WERE MADE ON THE PLAT AND ALL MEASUREMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION OBTAINED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MASSACHUSETTS RULES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MASSACHUSETTS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

FOR: DOUG HARRIS & DORIS CLUTTER

BOWERS SURVEY COMPANY
 ESTABLISHED 1962

110 SOUTH INDEPENDENCE P.O. BOX 71
 NARRAGANSSETT, MASSACHUSETTS 04701
 PHONE (617) 300-4271
 FAX (617) 383-6635

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
17	44-1-23	33	CASS	MASSACHUSETTS	7-7-75	16142-0

REMARKS: 17 16142-0 DND DRAWN BY: TD CHECKED BY:



JEFFREY T. BOWERS MO LS 1733

UTILITY BILLS

PROPERTY ADDRESS 27625 S. ST. RT. D, Cleveland, Mo

MONTHLY	ELECTRIC	GAS	WATER	SEWER
January	153.	167.45	67.01	N/A
February	153.	167.45	76.80	
March	153.	167.45	74.08	
April		135.15	63.44	
May		93.50	86.34	
June		93.50	75.51	
July		93.50	89.91	
August		93.50	71.69	
September		93.50	70.83	
October		93.50	67.88	
November		167.45	67.01	
December		167.45	67.01	
Yearly Ave	153.	99.88	74.10	

TAXES 2227.39

UTILITY Company Information

Louisburg Gas Co.
5 S. Peoria (913) 837-5371

Electric Co. KCPL
Paola, KS (800) 223-0755

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