



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

SELLER: Joseph E Tucker and Linda L Tucker

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

Pt NE 1/4 NE 1/4 7-17-20

Approximate date SELLER purchased Property: December 8th 1989. Property is currently zoned as Agricultural

Please be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER acknowledges and understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and opinions set forth in this statement.

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

(a) If well water, state type _____ depth _____
Diameter _____ age _____

Has water ever been tested? Yes ☐ No ☐

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

(b) Other water systems & their condition: _____

(c) Comments: _____

2. GAS/ELECTRIC:

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

If yes, is there a meter? Yes ☐ No ☒

If yes, what is the distance to the electrical service? _____

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

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

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

1. _____

2. _____

3. _____

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

If not, distance to nearest source _____

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

If yes, please explain _____

(e) Comments: _____

3. LAND (SOILS, DRAINAGE AND BOUNDARIES):

(a) Is the property or any portion thereof located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒

(b) Are you aware of drainage or flood problems on Property or adjacent properties? .. Yes ☐ No ☒

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

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

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

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

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

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

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

(i) Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☒
If the answer is yes, please explain _____

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

(k) Comments: _____

4. SEWAGE:

(a) Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☒

If yes, are they:

☐ Public Sewer ☐ Private Sewer ☒ Septic System ☐ Cesspool

☒ Lagoon ☐ Grinder Pump ☐ Other _____

If applicable, when last serviced? _____

By whom? _____

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

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

(Check and complete applicable box(es)).

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

If yes, please complete the following:

Lessee is: _____

Contact number is: _____

Seller is responsible for: _____

Lessee is responsible for: _____

Split or Rent is: _____

Agreement between Seller and Lessee shall end on or before _____

☐ Copy of Lease is attached.

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

If yes, please complete the following:

Tenant/Tenant Farmer is: _____

Contact number is: _____

Seller is responsible for: _____

Tenant/Tenant Farmer is responsible for: _____

Split or Rent is: _____

Agreement between Seller and Tenant shall end on or before _____

☐ Copy of Agreement is attached.

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

6. MINERAL RIGHTS:

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

7. WATER RIGHTS:

☒ Pass unencumbered with the land to the Buyer.

☐ Remain with the Seller.

☐ Have been previously assigned as follows: _____

8. CROPS planted at time of sale:

☐ Pass with the land to the Buyer.

☐ Remain with the Seller.

Negotiate at time of sale

106 **9. GOVERNMENT FARM PROGRAMS:**

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

117 **10. HAZARDOUS CONDITIONS:**

118 **Are you aware of:**

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

141 **11. OTHER MATTERS:**

142 **Are you aware of:**

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

- (l) The Property being placed into any of the government's Farm Plans? Yes ☐ No ☒
If yes, identify the program(s) and briefly describe the details of the program(s) and in what year
does the Property come out of the program? _____
- (m) Any interest in all or part of the Property that has been reserved by previous owner
or government action to benefit any other property? Yes ☐ No ☒
- (n) Any unrecorded interests affecting the Property? Yes ☐ No ☒
- (o) Anything that would interfere in passing clear title to the Buyer? Yes ☐ No ☒

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

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

SELLER

DATE SELLER

2/4/10
DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that SELLER need only make an honest effort at fully revealing the information requested.
2. This property is being sold to me without warranties or guaranties of any kind by SELLER, BROKER(S) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or BROKER (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent that there are no important representations concerning the condition or value of the Property made by SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them.

BUYER

DATE BUYER

DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2009. Last revised 10/08. All previous versions of this document may no longer be valid.

Additional Seller Disclosure Exhibit A. Check the appropriate boxes.

Leasehold and Tenant's Rights, including gas and oil leases:

- ☒ There is no leasehold interest or tenant's rights in the property.
☐ There is a leasehold interest in the property.

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.

- ☐ There are tenant's rights in the property.

Tenant/Tenant Farmer is: _____

Contact number is: _____

Seller is responsible for _____

Tenant/Tenant Farmer is responsible for: _____

Split or Rent is: _____

Agreement between Seller and Tenant shall end on or before _____

☐ Copy of Agreement is attached.

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

Mineral Rights:

- ☒ pass unencumbered with the land to the Buyer.
☐ remain with the Seller.
☐ have been previously assigned as follows: _____

Crops planted at time of sale:

- ☐ pass with the land to the Buyer.
☐ remain with the Seller.

Negotiated

Government Farm Programs:

- ☐ Seller is not currently participating in any government farm program.
☒ Seller is participating in a government farm program and Buyer accepts responsibility for researching said program.
☐ Buyer acknowledges that there are possible government farm programs on this property, or could be obtained, and Buyer accepts the responsibility for researching said programs. Buyer is not relying on any other representations regarding accessing government programs.

Private Waste Water Disposal: The appropriate rules and regulations applicable to private waste water disposal are applied on a case by case basis. Each party acknowledges that no representation has been made to either of them as to whether the subject property meets applicable requirements for use of a private waste water disposal system and they have been further admonished to seek a determination of whether or not the property does meet applicable requirements from the appropriate county health department.

X *Joseph E. Clark* 2/4/10
SELLER DATE

BUYER

DATE

X *Linda L. Dole* 2/4/10
SELLER DATE

BUYER

DATE

Buyer to check the applicable box below and all parties to initial and date

- ☐ Buyer acknowledges and agrees to execute necessary documentation to continue government farm program subsequent to closing.
☐ Buyer does not intend to participate in any existing government farm program.

BUYER _____

Date _____

BUYER _____

Date _____

SELLER _____

Date _____

SELLER _____

Date _____