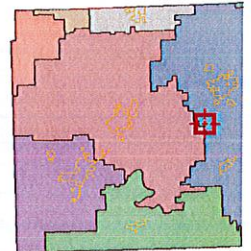


Overview



Legend

- City Limits
- Centerlines
- Parcels
- Lakes

Parcel ID= 1261300000008030

Acres= 4.8870732300000004

Date created: 5/3/2020

Last Data Uploaded: 5/1/2020 9:18:15 PM

Developed by  Schneider
GEOSPATIAL



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

1 SELLER:

Ronald J. Bussell and Shelli L. Bussell (AMC)

3 PROPERTY:

30995 Spring Valley Rd, Paola, KS 66071

6 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.

13 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.

18 3. OCCUPANCY.

Approximate age of Property? 1992 How long have you owned? 7/2000

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 _____

27 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? UNKNOWN N/A ☐ Yes ☐ No ☒
- k. Any diseased, dead, or damaged trees or shrubs on the Property? UNKNOWN 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:

 
SELLER SELLER

Initials

Initials

 
BUYER BUYER

6. ROOF.

- a. Approximate Age: 0 years ☐ Unknown Type: 5/2020 Composite/Shingle Yes ☐ No ☒
- 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? NEW 5/2020 Yes ☒ No ☐
Date of and company performing such repairs 5/2020 / ASPEN ROOFING
- 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? NORMAL SETTLING 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? Yes ☒ No ☐
If "Yes", location: BASEMENT
- 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:

RSB SSO
SELLER SELLER

Initials

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: N/A
- 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? 2016 By whom? BILL'S SEPTIC
- j. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
If "No", explain 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
- 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:

RJB SRB
SELLER SELLER

Initials

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. ? ✓ OUTSIDE 2018 COREY DECKER
 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. 8 ✓ BASEMENT 2018 COREY DECKER
 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. 12 ✓ BASEMENT 50 Gallon N/A
 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
 Size of electrical panel (total amps), if known: 200 AMP
 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: _____

 
 SELLER SELLER

Initials  
 BUYER BUYER

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 \$ _____ and payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ such incl _____

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 ☒

  Initials
SELLER | SELLER

Initials  
BUYER | BUYER

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

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

273 G. - CAT & CHICKENS.
274 Q - ROOF WARRANTY
275 R - NEW ROOF
276
277

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

279 Electric Company Name: Energy Phone #: 816-471-5275
280 Gas Company Name: N/A Phone #:
281 Water Company Name: Rural Water Dist. No. 2 Phone #: 913-783-4325
282 Trash Company Name: Gardner Disposal Service Phone #: 913-856-3851
283 Other: Phone + Internet Mogan Dial Inc Phone #: 913-837-2219
284 Other: Phone #
285

286 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

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

288 If "Yes" list:

289
290
291

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

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

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

305 Attached and all bathroom mirrors
306 Attached shelves, racks, towel bars
307 Attached lighting
308 Attached floor coverings
309 Fences (including pet systems)
310 Fireplace grates, screens, glass doors
311 Mounted entertainment brackets
312 Plumbing equipment and fixtures
313 Storm windows, doors, screens
Window blinds, curtains, coverings
and window mounting components

314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

314 Fill in all blanks using one of the abbreviations listed below.
 315 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 316 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 317 Condition.
 318 "NA" = Not applicable (any item not present).
 319 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 320
 321

322 NA Air Conditioning Window Units, # _____
 323 OS Air Conditioning Central System _____
 324 OS Attic Fan _____
 325 OS Ceiling Fan(s), # 6
 326 NA Central Vac and Attachments _____
 327 NA Closet Systems _____
 328 NA Location _____
 329 NS Doorbell - RING DOOR BELL DOES NOT STAY
 330 NA Electric Air Cleaner or Purifier _____
 331 NA Electric Car Charging Equipment _____
 332 OS Exhaust Fan(s) - Baths _____
 333 NA Fences - Invisible & Controls _____
 334 Fireplace(s), # 2
 335 Location #1 LIVING ROOM Location #2 BASEMENT
 336 ☒ Chimney _____ Chimney _____
 337 _____ Gas Logs _____ Gas Logs _____
 338 _____ Gas Starter _____ Gas Starter _____
 339 _____ Heat Re-circulator _____ Heat Re-circulator _____
 340 _____ Insert _____ Insert _____
 341 _____ Wood Burning Stove _____ Wood Burning Stove _____
 342 _____ Other _____ X Other PELLET STOVE
 343 NA Fountain(s) _____
 344 OS Furnace/Heat Pump/Other Heating System _____
 345 OS Garage Door Keyless Entry _____
 346 OS Garage Door Opener(s), # 1
 347 OS Garage Door Transmitter(s), # 1
 348 NA Gas Yard Light _____
 349 NA Humidifier _____
 350 NA Intercom _____
 351 NA Jetted Tub _____
 352 KITCHEN APPLIANCES
 353 Cooking Unit _____
 354 NA Cooktop X Elec. _____ Gas _____
 355 OS Microwave Oven _____
 356 OS Oven _____
 357 ☒ Elec. _____ Gas _____ Convection _____
 358 OS Stove/Range _____
 359 ☒ Elec. _____ Gas _____ Convection _____
 360 OS Dishwasher _____
 361 OS Disposal _____
 362 NS Freezer _____
 363 Location BASEMENT
 364 NA Ice maker _____
 365 OS Refrigerator (#1) _____
 366 NA Location KITCHEN
 367 OS Refrigerator (#2) _____
 368 Location BASEMENT
 369 NA Trash Compactor _____

OS Laundry - Washer

OS Laundry - Dryer

Elec. _____ Gas _____

MOUNTED ENTERTAINMENT EQUIPMENT

NS Item #1 T.V. NOT STAYING - BRACKETS WILL

Location LIVING ROOM

NS Item #2 T.V. NOT STAYING - BRACKETS WILL

Location MASTER BEDROOM

NS Item #3 T.V. NOT STAYING - BRACKETS WILL

Location BEDROOM

NS Item #4 T.V. NOT STAYING - BRACKETS WILL

Location BASEMENT - POOL ROOM

Item #5 _____

Location _____

NA 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 _____

NA Sprinkler System Auto Timer _____

NA Sprinkler System Back Flow Valve _____

NA Sprinkler System (Components & Controls) _____

NA Statuary/Yard Art _____

NA Playset _____

OS Sump Pump _____

NA Swimming Pool (Swimming Pool Rider Attached) _____

NA Swimming Pool Heater _____

NA Swimming Pool Equipment _____

OS TV Antenna/Receiver/Satellite Dish _____

☒ Owned _____ Leased _____

OS Water Heater(s) _____

NA Water Softener and/or Purifier _____

Owned _____ Leased _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

DB JSB
 SELLER SELLER

Initials

Initials


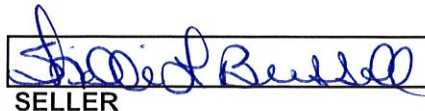
DB JSB
 BUYER BUYER

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.

	<u>6/8/20</u>		<u>6/8/20</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	BUYER
DATE	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 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.



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: Ronald J. Bussell and Shelli L. Bussell (AMC)

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) S2 NW4 SW4 SW4 Miami County 4.8 Acres M/L

Approximate date SELLER purchased Property: 7/2000. Property is currently zoned as

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 N/A depth _____
1. Diameter _____ age _____
2. Has water ever been tested? Yes ☐ No ☒ *KB*
- c. Other water systems & their condition: NA
- d. Is there a water meter on the Property? Yes ☒ No ☐
- e. Is there a rural water certificate? UNKNOWN Yes ☐ No ☐
- f. Other applicable information: N/A

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:

  Initials
SELLER SELLER

Initials  
BUYER BUYER

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? UNKNOWN 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? UNKNOWN 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? 2014
By whom? BILL'S SEPTIC
- 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.

  Initials
SELLER | SELLER

Initials  
BUYER | BUYER

- 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 ☒

  Initials

Initials  

- 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: Energy Phone # 816-471-5275

189 Gas Company Name: NA Phone # _____

190 Water Company Name: Rural Water Dist. No 2 Phone # 913-783-4325

191 Other: Trash Gardner Disposal Service Phone # 913-856-3851

192
193 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

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

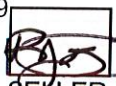
195 If "Yes" list:

196
197

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

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

208
209

SELLER  Initials SPB SELLER and BUYER acknowledge they have read this page 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.

	4/8/20		6/8/20
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 09/19. All previous versions of this document may no longer be valid. Copyright January 2020.