



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER** (Indicate Marital Status): Dale and Elissa Hotop

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

10 Approximate date SELLER purchased Property: 1/24/2020 Property is
11 currently zoned as Residential

13 **1. NOTICE TO SELLER.**

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

20 **2. NOTICE TO BUYER.**

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

25 **3. WATER SOURCE.**

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

37 **If any of the answers in this section are "Yes", explain in detail or attach documentation:** _____
38 Public water at the road

41 **4. GAS/ELECTRIC.**

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

50 **If any of the answers in this section are "Yes", explain in detail or attach documentation:** _____
51 Electric service at the road

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Initials

Initials

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

70 **If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty**

71 **information and other documentation: The entire acreage is wooded and there is the likelihood of**

72 **diseased, dead, or damaged trees or shrubs**

73 _____

74 _____

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

85 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**

86 **other documentation:** _____

87 _____

88 _____

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

SELLER DDH Initials BUYER Initials

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

102 If "Yes", complete the following:

103 Tenant/Tenant Farmer is: _____

104 Contact number is: _____

105 Seller is responsible for: _____

106 Tenant/Tenant Farmer is responsible for: _____

107 Split or Rent is: _____

108 Agreement between Seller and Tenant shall end on or before: _____

109 **Copy of Agreement is attached.**

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

111 If "Yes", explain: _____

112 _____

113 _____

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

115 Pass unencumbered with the land to the Buyer.

116 Remain with the Seller.

117 Have been previously assigned as follows: NA

118 _____

119 _____

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

121 Pass unencumbered with the land to the Buyer.

122 Remain with the Seller.

123 Have been previously assigned as follows: NA

124 _____

125 _____

126 **10. CROPS (planted at time of sale).**

127 Pass with the land to the Buyer.

128 Remain with the Seller.

129 Have been previously assigned as follows: NA

130 _____

131 _____

132 **11. GOVERNMENT PROGRAMS.**

133 a. Are you currently participating, or do you intend to participate, in any government

134 farm program? Yes No

135 b. Are you aware of any interest in all or part of the Property that has been reserved

136 by previous owner or government action to benefit any other property? Yes No

137

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

139 _____

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141 _____

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

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

144 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil

145 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes No

146 If "Yes", what is the location? _____

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

148 d. Any disposal of any hazardous waste products, chemicals, polychlorinated

149 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or

150 insulation on the Property or adjacent property? Yes No

151 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers

152 in wet areas)? Yes No

153 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.

154 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes No

DDH Initials _____ Initials _____

SELLER | SELLER BUYER | BUYER

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

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

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

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

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

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

190 Electric Company Name: Ameren Phone # 800-552-7583

191 Gas Company Name: _____ Phone # _____

192 Water Company Name: City of Excelsior Water Dept Phone # 816-630-0763

193 Other: _____ Phone # _____

194
195 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

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

197 If "Yes", list: _____

198
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200 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

201
202

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

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

214
215
216 Dale Hotop 2/4/2022
217 SELLER DATE SELLER DATE
218

219 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

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237 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.

