



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:** Ronald D. Browne and Kimberly Sue Nunn and Tony Edwin Nunn

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
4 described below)

5 SECTION 21 TWSHP 47 RANGE 31 BEG AT SW COR SEC 21, TH RUNNN ALG SEC LI 2074' TO A PT 561' S OF NW QT SW QT
6 TH S 78 DEG E 1023' TO CEN LI CO RD, TH SLY, ELY,& SLY FOL C/L SD RD TO INTERWI S

7
8 Approximate date SELLER purchased Property: Family owned since 1991. Property is
9 currently zoned as Agricultural.

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

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

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

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

22
23 **3. WATER SOURCE.**

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

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

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39 **4. GAS/ELECTRIC.**

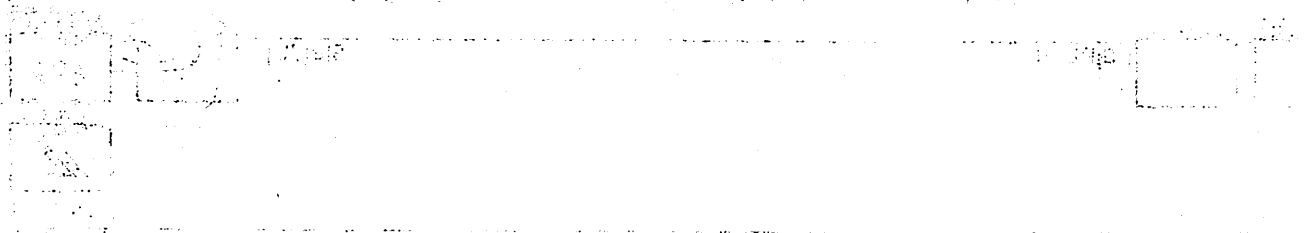
- 40 a. Is there electric service on the Property? Yes No
- 41 If "Yes", is there a meter? N/A Yes No
- 42 b. Is there gas service on the Property? Yes No
- 43 If "Yes", what is the source? _____
- 44 c. Are you aware of any additional costs to hook up utilities? Yes No
- 45 d. Other applicable information: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

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

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THE UNITED STATES OF AMERICA

IN SENATE
January 10, 1956

REPORT OF THE COMMISSION ON THE ORGANIZATION OF THE EXECUTIVE BRANCH

COMMISSION ON THE ORGANIZATION OF THE EXECUTIVE BRANCH
REPORT

U.S. GOVERNMENT PRINTING OFFICE: 1956

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

67

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

69 **information and other documentation:**

70 _____

71 _____

72

73 **6. SEWAGE.**

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

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

84 **other documentation:**

85 sewer line along NE corner

86 _____

87

88 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**

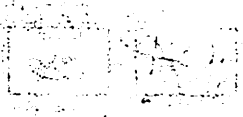
89 **(Check and complete applicable box(es))**

- 90 a. Are there leasehold interests in the Property? Yes No
- 91 If "Yes", complete the following:
- 92 Lessee is: _____
- 93 Contact number is: _____
- 94 Seller is responsible for: _____
- 95 Lessee is responsible for: _____
- 96 Split or Rent is: _____
- 97 Agreement between Seller and Lessee shall end on or before: _____
- 98 **Copy of Lease is attached.**



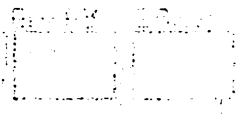
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1. Name of person or organization

2. Address of person or organization

3. City and State

4. Zip Code

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5. Type of business or occupation

6. Nature of activity or transaction

7. Date of activity or transaction

8. Name of person or organization

9. Address of person or organization

10. City and State

11. Zip Code

12. Name of person or organization

13. Address of person or organization

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16. Name of person or organization

17. Address of person or organization

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4. Name of person or organization

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6. City and State

7. Zip Code

8. Name of person or organization

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12. Name of person or organization

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36. Name of person or organization

37. Address of person or organization

38. City and State

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40. Name of person or organization

41. Address of person or organization

42. City and State

43. Zip Code

99 b. Are there tenant's rights in the property? Yes No
 100 If "Yes", complete the following:
 101 Tenant/Tenant Farmer is: Tyler Miller
 102 Contact number is: 816-527-7847
 103 Seller is responsible for: land
 104 Tenant/Tenant Farmer is responsible for: crop
 105 Split or Rent is: \$4700.00
 106 Agreement between Seller and Tenant shall end on or before: 12/31/2020
 107 Copy of Agreement is attached.
 108 c. Do additional leasehold interests or tenant's rights exist? Yes No
 109 If "Yes", explain: _____
 110 _____
 111 _____

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

113 Pass unencumbered with the land to the Buyer.
 114 Remain with the Seller.
 115 Have been previously assigned as follows: _____
 116 _____
 117 _____

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

119 Pass unencumbered with the land to the Buyer.
 120 Remain with the Seller.
 121 Have been previously assigned as follows: _____
 122 _____
 123 _____

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

125 Pass with the land to the Buyer.
 126 Remain with the Seller.
 127 Have been previously assigned as follows: see 7B
 128 _____
 129 _____

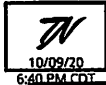
130 **11. GOVERNMENT PROGRAMS.**

131 a. Are you currently participating, or do you intend to participate, in any government
 132 farm program? Yes No
 133 b. Are you aware of any interest in all or part of the Property that has been reserved
 134 by previous owner or government action to benefit any other property? Yes No
 135

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

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

141 a. Any underground storage tanks on or near Property? Yes No
 142 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
 143 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes No
 144 If "Yes", what is the location? _____
 145 c. Any previous environmental reports. (e.g., Phase 1 Environmental reports)? Yes No
 146 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
 147 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
 148 insulation on the Property or adjacent property? Yes No
 149 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
 150 in wet areas)? Yes No
 151 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
 152 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes No



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

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

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

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

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

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

188 Electric Company Name: _____ Phone # _____

189 Gas Company Name: _____ Phone # _____

190 Water Company Name: _____ Phone # _____

191 Other: _____ Phone # _____

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

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

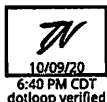
195 If "Yes" list:

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

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).**

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

SELLER BUYER BUYER



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

214 *Ronald Broome* dotloop verified
10/09/20 5:03 PM CDT
FGFW-FBTV-ECQH-QXOF

215 SELLER

216 DATE

214 *Kimberly Sue Jones* 10/9/2020

215 SELLER

216 DATE

217 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

218 *Tony Nunn* dotloop verified
10/09/20 6:40 PM CDT
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- 219
- 220 1. I understand and agree the information in this form is limited to information of which SELLER has actual
 - 221 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
 - 222 2. This property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
 - 223 concerning the condition or value of the Property.
 - 224 3. I agree to verify any of the above information, and any other important information provided by SELLER or
 - 225 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent
 - 226 investigation of my own. I have been specifically advised to have the property examined by professional
 - 227 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
 - 228 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the
 - 229 Property.
 - 230 5. I specifically represent there are no important representations concerning the condition or value of the Property
 - 231 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by
 - 232 them.
 - 233

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BUYER

DATE

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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.