



# 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): Timothy L. And Sarah J. McGinnis  
man & wife

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

Approximate date SELLER purchased Property: 1995. Property is currently zoned as Ag.

### 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  unknown
- 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? ..... propane only ..... 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:

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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? ..... unknown Yes  No
- 59 e. Any boundaries of the Property being marked in any way? ..... unknown Yes  No
- 60 f. Having an Improvement Location Certificate (ILC) for the Property? ..... unknown Yes  No
- 61 g. Any fencing/gates on the Property? ..... Yes  No   
62 If "Yes", does fencing/gates belong to the Property? 1/2 perimeter + all of cross 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? ..... unknown Yes  No
- 68 k. Other applicable information: \_\_\_\_\_

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:

72 Flood zone along the creek only

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? 1 yr ago septic tank cleaned  
81 By whom? R.V.'s
- 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 there are 2 septic systems, main home + mobile home

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 [Signature] SELLER [Signature] Initials

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- 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: \_\_\_\_\_
- 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: \_\_\_\_\_
- 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: \_\_\_\_\_
- 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:

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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

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- 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:

*Diesel + gasoline fuel tanks Above ground*

**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:

*private family cemetery + 1 abandoned water cistern*

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

Electric Company Name: EVERGY Phone # 816-471-5275  
 Gas Company Name: COLE'S J. D. SCHROCK Phone # 816-773-6711  
 Water Company Name: PUBLIC WATER #6 Phone # 816-331-2455  
 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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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.

*T. McGenno* 10-25-21  
SELLER DATE

*Sarah J. McGenno* 10-25-21  
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.