



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



**SELLER** (Indicate Marital Status): Dwayne Crossland and Narine Crossland (AMC)

**PROPERTY:** 476 170th St, Ft Scott, KS 66701

## 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. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

## 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. OCCUPANCY.

Approximate age of Property? 29 years How long have you owned? 21 years  
Does SELLER currently occupy the Property? ..... Yes ☒ No ☐  
If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months

☐ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

**4. TYPE OF CONSTRUCTION.** ☐ Conventional/Wood Frame ☐ Modular ☐ Manufactured  
☒ Mobile ☐ Other \_\_\_\_\_

## 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? ..... N/A ☐ Yes ☒ No ☒
- k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... 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: boundaries are marked by fences. most fencing will stay with the property except all cattle panels, show barn fencing, birthing panels, some gates.  
and my Sons fencing which is not the properties

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56 **6. ROOF.**

- 57 a. Approximate Age: 10 years ☐ Unknown Type: \_\_\_\_\_
- 58 b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes ☒ No ☐
- 59 If "Yes", what was the date of the occurrence? \_\_\_\_\_
- 60 c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes ☒ No ☐
- 61 Date of and company performing such repairs 2024 / Self
- 62 d. Has there been any roof replacement? ..... Yes ☒ No ☐
- 63 If "Yes", was it: ☒ Complete or ☐ Partial
- 64 e. What is the number of layers currently in place? 2 layers or ☐ Unknown.

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

67 **documentation:** High winds have blown a few pieces off repaired by self.

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71 **7. INFESTATION. ARE YOU AWARE OF:**

- 72 a. Any termites or other wood destroying insects on the Property? ..... Yes ☐ No ☒
- 73 b. Any other pests including rodents, bats or other nuisance wildlife? ..... Yes ☐ No ☐
- 74 c. Any damage to the Property by wood destroying insects or **other** pests? ..... Yes ☐ No ☒
- 75 d. Any termite, wood destroying insects or **other** pest control treatments on the
- 76 Property in the last five (5) years? ..... Yes ☐ No ☒
- 77 If "Yes", list company, **when and where** treated \_\_\_\_\_
- 78 e. Any current warranty, bait stations or other treatment coverage by a licensed
- 79 pest control company on the Property? ..... Yes ☐ No ☒
- 80 If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the
- 81 the service contract is \_\_\_\_\_.
- 82 **(Check one)** ☐ The treatment system stays with the Property or ☐ the treatment system is
- 83 subject to removal by the treatment company if annual service fee is not paid.
- 84

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

86 **documentation:** \_\_\_\_\_

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90 **8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**

91 **ARE YOU AWARE OF:**

- 92 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 93 crawl space or slab? ..... Yes ☐ No ☒
- 94 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 95 crawl space, basement floor or garage? ..... Yes ☒ No ☐
- 96 c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes ☐ No ☒
- 97 d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes ☐ No ☒
- 98 e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes ☒ No ☐
- 99 f. Any problems with windows or exterior doors? ..... Yes ☒ No ☐
- 100 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes ☒ No ☐
- 101 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 102 chimney cap and/or gas line? ..... N/A ☐ Yes ☐ No ☒
- 103 Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_
- 104 Date of last use? \_\_\_\_\_
- 105 i. Does the Property have a sump pump? ..... Yes ☐ No ☒
- 106 If "Yes", location: \_\_\_\_\_
- 107 j. Any repairs or other attempts to control the cause or effect of any problem described above? .... Yes ☐ No ☒
- 108

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

110 **documentation:** cracks at some of the walls by the windows. storm doors are not there. back porch steps

111 need replacing.

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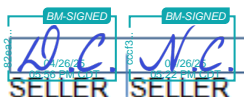
9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes ☒ No ☐  
If "Yes", explain in detail: built a 100 X 35 Quonset barn
- 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 ☐ Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A ☐ Yes ☐ No ☐  
If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- 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, Number of Tanks \_\_\_\_\_ ☐ Cesspool ☐ Lagoon ☐ Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: septic tank is across from the laundry room and south of the shed
- g. The location of the sewer line clean out trap is: on the tank
- h. Is there a sewage pump on the septic system? ..... N/A ☐ Yes ☐ No ☒
- i. Is there a grinder pump system? ..... Yes ☐ No ☐
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- k. 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: \_\_\_\_\_
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes ☐ No ☒
- m. Type of plumbing material currently used in the Property:  
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A ☒ Yes ☐ No ☐

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: \_\_\_\_\_



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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. 2 years old, owned, behind the laundry room  
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. 2 years old, owned, in the laundry room  
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. 4 years old, owned, in the cloths closet  
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): in the laundry room  
Size of electrical panel(s) (total amps), if known: \_\_\_\_\_
- 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 for radon on the Property? ..... Yes ☐ No ☒
- g. Any professional mitigation system for radon on the Property? ..... Yes ☐ No ☒
- h. Any professional testing/mitigation for mold on the Property? ..... Yes ☐ No ☒
- i. Any other environmental issues? ..... Yes ☐ No ☒
- j. Any controlled substances ever manufactured on the Property? ..... Yes ☐ No ☒
- k. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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210 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**


- 211 a. The Property located outside of city limits? ..... Yes ☒ No ☐
- 212 b. Any current/pending bonds, assessments, or special taxes that  
213 apply to Property? ..... Yes ☐ No ☒  
214 If "Yes", what is the amount? \$ \_\_\_\_\_
- 215 c. Any condition or proposed change in your neighborhood or surrounding  
216 area or having received any notice of such? ..... Yes ☐ No ☒
- 217 d. Any defect, damage, proposed change or problem with any  
218 common elements or common areas? ..... Yes ☐ No ☒
- 219 e. Any condition or claim which may result in any change to assessments or fees? ..... Yes ☐ No ☒
- 220 f. Any streets that are privately owned? ..... Yes ☐ No ☒
- 221 g. The Property being in a historic, conservation or special review district that  
222 requires any alterations or improvements to the Property be approved by a  
223 board or commission? ..... Yes ☐ No ☒
- 224 h. The Property being subject to tax abatement? ..... Yes ☐ No ☒
- 225 i. The Property being subject to a right of first refusal? ..... Yes ☐ No ☒  
226 If "Yes", number of days required for notice: \_\_\_\_\_
- 227 j. The Property being subject to covenants, conditions, and restrictions of a  
228 Homeowner's Association or subdivision restrictions? ..... Yes ☐ No ☒
- 229 k. Any violations of such covenants and restrictions? ..... N/A ☐ Yes ☐ No ☒
- 230 l. The Homeowner's Association imposing its own transfer fee and/or  
231 initiation fee when the Property is sold? ..... N/A ☐ Yes ☐ No ☒  
232 If "Yes", what is the amount? \$ \_\_\_\_\_
- 233 m. The Property being subject to a Homeowners Association fee? ..... Yes ☐ No ☒  
234 If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of  
235 \$ \_\_\_\_\_ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to:  
236 \_\_\_\_\_ and such includes:  
237 \_\_\_\_\_
- 238 Homeowner's Association/Management Company contact name, phone number, website, or email address:  
239 \_\_\_\_\_  
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241 \_\_\_\_\_
- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☐

244 If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:  
245 *the property is in a rural area*  
246 \_\_\_\_\_  
247 \_\_\_\_\_  
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249 **15. PREVIOUS INSPECTION REPORTS.**

- 250 Has Property been inspected in the last twelve (12) months? ..... Yes ☐ No ☒  
251 If "Yes", a copy of inspection report(s) are available upon request.  
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253 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 254 a. Any of the following?  
255 ☐ Party walls ☐ Common areas ☐ Easement Driveways ..... Yes ☐ No ☒
- 256 b. Any fire damage to the Property? ..... Yes ☐ No ☒
- 257 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes ☐ No ☒
- 258 d. Any violations of laws or regulations affecting the Property? ..... Yes ☐ No ☒
- 259 e. Any other conditions that may materially affect the value  
260 or desirability of the Property? ..... Yes ☐ No ☒
- 261 f. Any other condition, including but not limited to financial, that may prevent  
262 you from completing the sale of the Property? ..... Yes ☐ No ☒
- 263 g. Any animals or pets residing in the Property during your ownership? ..... Yes ☒ No ☐
- 264 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes ☐ No ☒
- 265 i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes ☐ No ☒  
266 List locks without keys \_\_\_\_\_
- 267 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes ☐ No ☒
- 268 k. ed interests affecting the Property? ..... Yes ☐ No ☒

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- l. Anything that would interfere with giving clear title to the BUYER? ..... Yes ☐ No ☒
- m. Any existing or threatened legal action pertaining to the Property? ..... Yes ☐ No ☒
- n. Any litigation or settlement pertaining to the Property? ..... Yes ☐ No ☒
- o. Any added insulation since you have owned the Property? ..... Yes ☐ No ☒
- p. Having replaced any appliances that remain with the Property in the past five (5) years? ..... Yes ☒ No ☐
- q. Any transferable warranties on the Property or any of its components? ..... Yes ☐ No ☒
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? ..... Yes ☐ No ☒  
If "Yes", were repairs from claim(s) completed? ..... N/A ☒ Yes ☐ No ☐
- s. Any use of synthetic stucco on the Property? ..... Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail: washer, dryer, stove, dishwasher, refrigerator have all been replaced

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

Electric Company Name:	<u>Heartland Rural Electric</u>	Phone #	<u>18008359586</u>
Gas Company Name:	<u>heartland propane</u>	Phone #	<u>8442830818</u>
Water Company Name:	<u>Consolidated RWD#2</u>	Phone #	<u>8773994014</u>
Trash Company Name:	<u>GFL</u>	Phone #	<u>4176236620</u>
Other:	<u>phone craw-kan</u>	Phone #	<u>6207248235</u>
Other:		Phone #	

**18. 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.

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

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

Attached shelves, racks, towel bars	Fireplace grates, screens, glass doors
Attached lighting	Mounted entertainment brackets
Attached floor coverings	Plumbing equipment and fixtures
Bathroom vanity mirrors, attached or hung	Storm windows, doors, screens
Fences (including pet systems)	Window blinds, curtains, coverings and window mounting components

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324 **Fill in all blanks using one of the abbreviations listed below.**  
 325 **"OS" = Operating and Staying with the Property (any item that is performing its intended function).**  
 326 **"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**  
 327 **Condition.**  
 328 **"NA" = Not applicable (any item not present).**  
 329 **"NS" = Not staying with the Property (item should be identified as "NS" below.)**

330  
 331  
 332 NA Air Conditioning Window Units, # \_\_\_\_  
 333 OS Air Conditioning Central System  
 334 NA Attic Fan  
 335 OS Ceiling Fan(s), # 2  
 336 NA Central Vac and Attachments  
 337 NA Closet Systems, Location \_\_\_\_\_  
 338 NA Camera-Surveillance Equipment  
 339 NA Doorbell  
 340 NA Electric Air Cleaner or Purifier  
 341 NA Electric Car Charging Equipment  
 342 OS Exhaust Fan(s) – Baths  
 343 NA Fences – Invisible & Controls  
 344 Fireplace(s), # NA  
     Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_  
 346     \_\_\_\_ Chimney                 \_\_\_\_ Chimney  
 347     \_\_\_\_ Gas Logs                \_\_\_\_ Gas Logs  
 348     \_\_\_\_ Gas Starter             \_\_\_\_ Gas Starter  
 349     \_\_\_\_ Heat Re-circulator      \_\_\_\_ Heat Re-circulator  
 350     \_\_\_\_ Insert                   \_\_\_\_ Insert  
 351     \_\_\_\_ Wood Burning           \_\_\_\_ Wood Burning  
 352     \_\_\_\_ Other \_\_\_\_\_       \_\_\_\_ Other \_\_\_\_\_  
 353 NA Fountain(s)  
 354 OS Furnace/Heat Pump/Other Heating System  
 355 NA Garage Door Keyless Entry  
 356 NA Garage Door Opener(s), # \_\_\_\_  
 357 NA Garage Door Transmitter(s), # \_\_\_\_  
 358 NA Generator  
 359 NA Humidifier  
 360 EX Intercom  
 361 NA Jetted Tub  
 362 **KITCHEN APPLIANCES**  
 363 Cooking Unit  
 364     OS Stove/Range  
        \_\_\_\_ Elec. OS Gas \_\_\_\_ Convection  
 366     NA Built-in Oven  
        \_\_\_\_ Elec. \_\_\_\_ Gas \_\_\_\_ Convection  
 368     NA Cooktop \_\_\_\_ Elec. \_\_\_\_ Gas  
 369     NA Microwave Oven  
 370 OS Dishwasher  
 371 NA Disposal  
 372 NS Freezer  
     Location \_\_\_\_\_  
 374 OS Refrigerator (#1)  
     Location KITCHEN  
 376 OS Refrigerator (#2)  
     Location LAUNDRY ROOM  
 377 NA Trash Compactor

NS Laundry - Washer  
NS Laundry - Dryer  
     \_\_\_\_ Elec. \_\_\_\_ Gas  
**MOUNTED Entertainment Equipment**  
NS TV, Location LIVINGROOM  
NS TV, Location BEDROOM  
NA TV, Location \_\_\_\_\_  
NA TV, Location \_\_\_\_\_  
NA Speakers, Location \_\_\_\_\_  
NA Speakers, Location \_\_\_\_\_  
NA Other/Location \_\_\_\_\_  
     Other/Location \_\_\_\_\_  
     Other/Location \_\_\_\_\_  
     Other/ Location \_\_\_\_\_  
NA Outside Cooking Unit  
OS Propane Tank  
     \_\_\_\_ Owned X Leased  
NA Security System  
     \_\_\_\_ Owned \_\_\_\_ Leased  
OS Smoke/Fire Detector(s), # 3  
OS Shed(s), # 1  
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  
EX Swing set/Playset  
NA Sump Pump(s), # \_\_\_\_\_  
NA Swimming Pool (Swimming Pool Rider Attached)  
NA Swimming Pool Heater  
NA Swimming Pool Equipment  
NA TV Antenna/Receiver/Satellite Dish  
     \_\_\_\_ Owned \_\_\_\_ Leased  
OS Water Heater(s)  
NA Water Softener and/or Purifier  
     \_\_\_\_ Owned \_\_\_\_ Leased  
NA Wood Burning Stove  
NA Yard Light  
     \_\_\_\_ Elec. \_\_\_\_ Gas  
NA Boat Dock, ID# \_\_\_\_\_  
     Other \_\_\_\_\_  
     Other \_\_\_\_\_  
     Other \_\_\_\_\_  
     Other \_\_\_\_\_  
     Other \_\_\_\_\_

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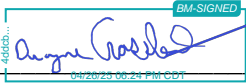
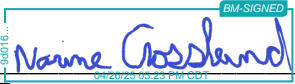
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Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, 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 licensees. **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>Apr 26, 2025</u>		<u>Apr 26, 2025</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 licensees 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	_____ DATE	_____ BUYER	_____ DATE
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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 September 2024. All previous versions of this document may no longer be valid. Copyright January 2025.





# 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): Dwayne Crossland

Narine Crossland

**LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or described below) S05, T27, R24, Acres 1.83, A Tract Of Land In N 1/2 Ne 1/4 Beg @ Se Cor Of Government Lot 1 Of The Fractional Ne 1/4 Th W 295.20' N 295.20' E & S05, T27, R24, Acres 78.9, N 1/2 Ne 1/4 Less Beg @ Se Cor Of Government Lot 1 Of The Fractional Ne 1/4 Th W 295.20' N 295.20' E 295.20' S 295.20'

Approximate date SELLER purchased Property: 2004. Property is currently zoned as 476 170th St, Ft Scott, KS 66701.

## 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 ☐ None ☐ Other \_\_\_\_\_  
If well, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_  
Has water been tested? ..... Yes ☐ No ☐
- b. Other water systems and their condition: \_\_\_\_\_
- c. Is there a water meter on the Property? ..... Yes ☐ No ☐
- d. Is there a rural water certificate? ..... Yes ☐ No ☐
- e. 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? ..... 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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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? ..... 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? ..... Yes ☐ No ☒
- k. Other applicable information: \_\_\_\_\_

If any of the answers in this section are "Yes" explain in detail or attach all warranty information and other documentation: BOUNDRIES MARKED BY FENCING. SOME FENCING WILL STAY

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? \_\_\_\_\_  
By whom? \_\_\_\_\_  
Approximate location of septic tank and/or absorption field: \_\_\_\_\_  
Has Property had any surface or subsurface soil testing related to installation of sewage facility? ..... N/A ☐ Yes ☐ No ☒
- b. 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.

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- 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? TIRES IN THE GARDEN
- 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 ☒

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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" explain in detail or attach documentation: \_\_\_\_\_

**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/pending bonds, assessments, or special taxes that apply to the Property? ..... Yes ☐ No ☒
- f. Any burial grounds on the Property? ..... Yes ☐ No ☒
- g. Any abandoned wells on the Property? ..... Yes ☐ No ☒
- h. Any public authority contemplating condemnation proceedings? ..... Yes ☐ No ☒
- i. Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? ..... Yes ☐ No ☒
- j. Any condition or proposed change in surrounding area or received any notice of such? ..... Yes ☐ No ☒
- k. Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? ..... Yes ☐ No ☒
- l. Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- m. Anything that would interfere with passing clear title to the Buyer? ..... Yes ☐ No ☒
- n. The Property being subject to a right of first refusal? ..... Yes ☐ No ☒  
If "Yes", number of days required for notice: \_\_\_\_\_
- o. The Property subject to a Homeowner's Association fee? ..... Yes ☐ No ☒
- p. Any other conditions that may materially and adversely affect the value or desirability of the Property? ..... Yes ☐ No ☒
- q. Any other condition that may prevent you from completing the sale of the Property? ..... Yes ☐ No ☒

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

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

Electric Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

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.

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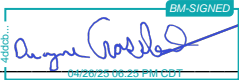
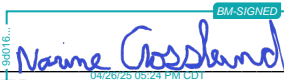
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CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

	<u>Apr 26, 2025</u>		<u>Apr 26, 2025</u>
SELLER	DATE	SELLER	DATE

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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
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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 10/21. All previous versions of this document may no longer be valid. Copyright January 2025.