



**SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Vacant Land)**

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

1 **SELLER:** City of Kansas City, Missouri

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

8 Approximate date SELLER purchased Property: _____ Property is
9 currently zoned as _____

11 **1. NOTICE TO SELLER.**

12 Be as complete and accurate as possible when answering the questions in this disclosure. Attach
13 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to
14 BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the
15 value of the Property. This disclosure statement is designed to assist SELLER in making these
16 disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

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
20 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
21 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

23 **3. WATER SOURCE.**

- 24 (a) Is there a water source on or to the Property? (In Street at Front) Yes No
25 Public Private Well Cistern Other None
- 26 (b) If well, state type _____ depth _____
27 Diameter _____ age _____
28 Has water ever been tested? Yes No
29 If "Yes", provide results of such tests in separate documentation.
- 30 (c) Other water systems & their condition: _____
- 31 (d) Is there a rural water certificate? If "Yes", attach copy Yes No
- 32 (e) Other applicable information: _____

35 **4. GAS/ELECTRIC.**

- 36 (a) Is there electric service on the Property? Yes No
37 If "Yes", is there a meter? N/A Yes No
- 38 (b) Is there gas service on the Property? Yes No
39 If "Yes", what is the source? _____
- 40 (c) Are you aware of any additional costs to hook up utilities? Yes No
41 If "Yes", explain _____ Services are at property lines and
42 (d) Other applicable information: _____ need to be extended to individual
43 _____ houses.

45 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**

- 46 (a) The Property or any portion thereof being located in a flood zone, wetlands area or **proposed**
47 to be located in such as designated by FEMA which requires flood insurance? Yes No
- 48 (b) Any drainage or flood problems on the Property or adjacent properties? Yes No
- 49 (c) Any neighbors complaining Property causes drainage problems? Yes No
- 50 (d) The Property having had a stake survey? If "Yes", attach copy Yes No

- 51 (e) Any boundaries of the Property being marked in any way? Yes No
- 52 (f) Having an Improvement Location Certificate (ILC) for the Property? Yes No
- 53 (g) Any fencing/gates on the Property? Yes No
- 54 If "Yes", does fencing/gates belong to the Property? Yes No
- 55 (h) Any encroachments, boundary line disputes, or non-utility
- 56 easements affecting the Property? Yes No
- 57 (i) Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
- 58 problems that have occurred on the Property or in the immediate vicinity? Yes No
- 59 If "Yes", explain _____
- 60 _____
- 61 (j) Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 62 (k) Other applicable information: _____
- 63 _____
- 64 _____

65 **6. SEWAGE.**

- 66 (a) Does the Property have any sewage facilities on or connected to it? Yes No
- 67 If "Yes", are they:
- 68 Public Sewer Private Sewer Septic System Cesspool
- 69 Lagoon Grinder Pump Other _____
- 70 If applicable, when last serviced? _____
- 71 By whom? _____
- 72 (b) Has Property had any surface or subsurface soil testing related to
- 73 installation of sewage facility? N/A Yes No
- 74 If "Yes", attach copy of report.
- 75 (c) Are you aware of any problems relating to the sewage facilities? Yes No
- 76 If "Yes", explain: _____
- 77 _____
- 78 _____

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

80 (Check and complete applicable box(es))

- 81 (a) Are there leasehold interests in the Property? N/A Yes No
- 82 If "Yes", complete the following:
- 83 Lessee is: _____
- 84 Contact number is: _____
- 85 Seller is responsible for: _____
- 86 Lessee is responsible for: _____
- 87 Split or Rent is: _____
- 88 Agreement between Seller and Lessee shall end on or before: _____
- 89 **Copy of Lease is attached.**
- 90 (b) Are there tenant's rights in the property? Yes No
- 91 If "Yes", complete the following:
- 92 Tenant/Tenant Farmer is: _____
- 93 Contact number is: _____
- 94 Seller is responsible for: _____
- 95 Tenant/Tenant Farmer is responsible for: _____
- 96 Split or Rent is: _____
- 97 Agreement between Seller and Tenant shall end on or before: _____
- 98 **Copy of Agreement is attached.**
- 99 (c) Do additional leasehold interests or tenant's rights exist? Yes No
- 100 If "Yes", explain: _____
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- 102 _____

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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: N/A

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: N/A

10. CROPS (planted at time of sale).

- Pass with the land to the Buyer.
- Remain with the Seller.
- Have been previously assigned as follows: N/A

11. GOVERNMENT PROGRAMS.

- (a) Are you currently participating, or do you intend to participate, in any government farm program?..... Yes No N/A
 - (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 (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)? Phase 1's were done Yes No
If "Yes", attach a copy of reports. _____ in the past.
- (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
- (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 (attach documentation): _____

196 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

197

198 1. I understand and agree the information in this form is limited to information of which SELLER has
199 actual knowledge and SELLER need only make an honest effort at fully revealing the information
200 requested.

201 2. This property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)
202 or agents concerning the condition or value of the Property.

203 3. I agree to verify any of the above information, and any other important information provided by
204 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
205 independent investigation of my own. I have been specifically advised to have the property examined
206 by professional inspectors. Buyer assumes responsibility Property is suitable for their intended use.

207 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
208 the Property.

209 5. I specifically represent there are no important representations concerning the condition or value of the
210 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
211 and signed by them.

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213

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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. Copyright January 2012. Last revised 09/10. All previous versions of this document may no longer be valid.