



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

SELLER (Indicate Marital Status): Todd Swardstrom & Lori L. Swardstrom

Mark A. Price & Kimberly S. Price/Todd Swardstrom & Lori L. Swardstrom

PROPERTY: 9730 Sunflower Road De Soto KS 66018

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.

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? 50+ years How long have you owned? In the family since 1992 Yes ☐ No ☒

Does SELLER currently occupy the Property? Yes ☐ No ☒
If "No", how long has it been since SELLER occupied the Property? 1 years/months

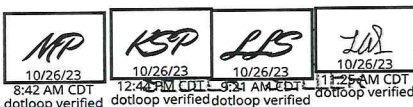
☐ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. ☐ Manufactured ☐ Modular ☒ Conventional/Wood Frame
☐ 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? Property has a Pond in Center of Property 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? Fence on three sides 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? 2 Buildings and 1 shed are on Property line 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? Property has a hand dug well on property, used to water garden Yes ☒ No ☐

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



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Initials

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If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Roof replaced 4 years ago on House and attached garage

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

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Numerous Cracks in Shopbuilding Floors, Basement walls and
Basement walls show some Bowing inward.

Seller's Disclosure and Condition of Property Addendum – Residential
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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: _____
- 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: Back yard between House and Pond
- g. The location of the sewer line clean out trap is: Back of house at wall
- 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? 5 years By whom? Crosby Plumbing
- 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: As stated Before There is a hand dug well on Property only used in Gardening, Condition, Depth unknown.

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. 10+ years X rear of house Unknown last repair or service
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. 10+ year old X Unknown last repair or service
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. 5 years X Basement 40 gal? Installed by Home owner
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): Garage
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/mitigation for radon on the Property? Yes ☐ No ☒
g. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
h. Any other environmental issues? Yes ☐ No ☒
i. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
j. 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: Snap batteries/Tires stored on property but are in the clean up disposal process currently

There was an old land fill on property that has old tires and building materials in it. It was used to control erosion in a washed out part of a ditch. There are no plans to dig up and will go with the property. This land fill is over 40 years old and was here before we occupied it

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

- a. The Property located outside of city limits? Yes ☒ No ☐
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes ☐ No ☒
If "Yes", what is the amount? \$ _____
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes ☒ No ☐
- d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes ☐ No ☒
- e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- f. Any streets that are privately owned? Yes ☐ No ☒
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes ☐ No ☒
- h. The Property being subject to tax abatement? Yes ☐ No ☒
- i. The Property being subject to a right of first refusal? Yes ☐ No ☒
If "Yes", number of days required for notice: _____
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
If "Yes", what is the amount? \$ _____
- m. The Property being subject to a Homeowners Association fee? Yes ☐ No ☒
If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to: _____ and such includes:

Homeowner's Association/Management Company contact name, phone number, website, or email address: _____

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☐

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

The Property is located within 1/4 mile of New Panasonic Battery Plant.
So changes to Electrical and roads in near future.

15. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
If "Yes", a copy of inspection report(s) are available upon request.

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following? Yes ☐ No ☒
☐ Party walls ☐ Common areas ☐ Easement Driveways
- b. Any fire damage to the Property? Yes ☐ No ☒
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes ☐ No ☒
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- g. Any animals or pets residing in the Property during your ownership? Yes ☐ No ☒
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☒ No ☐
- i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
List locks without keys _____
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- k. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

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- 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: _____

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

Electric Company Name: <u>Evergy</u>	Phone # _____
Gas Company Name: <u>Atmos</u>	Phone # _____
Water Company Name: <u>Water Dist. #7 Jo Co</u>	Phone # _____
Trash Company Name: <u>Henry Creek Disposal</u>	Phone # _____
Other: _____	Phone # _____
Other: _____	Phone # _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

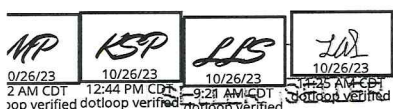
Any technology or systems staying with the Property? N/A ☒ Yes ☐ No ☒
If "Yes" list: _____

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,	Storm windows, doors, screens
attached or hung	Window blinds, curtains, coverings
Fences (including pet systems)	and window mounting components



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322 Fill in all blanks using one of the abbreviations listed below.
 323 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 324 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 325 Condition.
 326 "NA" = Not applicable (any item not present).
 327 "NS" = Not staying with the Property (item should be identified as "NS" below.)
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330 NA Air Conditioning Window Units, # _____
 331 OS Air Conditioning Central System
 332 OS Attic Fan
 333 _____ Ceiling Fan(s), # _____
 334 NA Central Vac and Attachments
 335 NA Closet Systems
 336 _____ Location _____
 337 NA Doorbell
 338 NA Electric Air Cleaner or Purifier
 339 NA Electric Car Charging Equipment
 340 NA Exhaust Fan(s) - Baths
 341 NA Fences - Invisible & Controls
 342 Fireplace(s), # NA
 343 _____ Location #1 _____ Location #2 _____
 344 _____ Chimney _____ Chimney
 345 _____ Gas Logs _____ Gas Logs
 346 _____ Gas Starter _____ Gas Starter
 347 _____ Heat Re-circulator _____ Heat Re-circulator
 348 _____ Insert _____ Insert
 349 _____ Wood Burning Stove _____ Wood Burning Stove
 350 _____ Other _____ Other _____
 351 NA Fountain(s)
 352 OS Furnace/Heat Pump/Other Heating System
 353 NA Garage Door Keyless Entry
 354 NA Garage Door Opener(s), # _____
 355 NA Garage Door Transmitter(s), # _____
 356 NA Gas Yard Light
 357 NA Humidifier
 358 NA Intercom
 359 NA Jetted Tub
 360 KITCHEN APPLIANCES
 361 Cooking Unit
 362 NS Stove/Range
 363 _____ Elec. _____ Gas _____ Convection
 364 _____ Built-in Oven
 365 _____ Elec. _____ Gas _____ Convection
 366 _____ Cooktop _____ Elec. _____ Gas
 367 NS Microwave Oven
 368 NA Dishwasher
 369 NA Disposal
 370 NA Freezer
 371 _____ Location _____
 372 NS Refrigerator (#1)
 373 _____ Location _____
 374 _____ Refrigerator (#2)
 375 _____ Location _____
 376 NA Trash Compactor

NS Laundry - Washer

NS Laundry - Dryer

_____ Elec. _____ Gas

MOUNTED ENTERTAINMENT EQUIPMENT

NA Item #1 _____

_____ Location _____

_____ Item #2 _____

_____ Location _____

_____ Item #3 _____

_____ Location _____

_____ Item #4 _____

_____ Location _____

_____ Item #5 _____

_____ Location _____

NA Outside Cooking Unit

NA Propane Tank

_____ Owned _____ Leased

NA Security System

_____ Owned _____ Leased

NA Smoke/Fire Detector(s), # _____

NS Shed(s), # _____

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

NS Swing set/Playset

NA Sump Pump(s), # _____

NA Swimming Pool (Swimming Pool Rider Attached)

NA Swimming Pool Heater

NA Swimming Pool Equipment

NS TV Antenna/Receiver/Satellite Dish

_____ Owned _____ Leased

OS Water Heater(s)

NA Water Softener and/or Purifier

_____ Owned _____ Leased

NA Boat Dock, ID # _____

NS Camera-Surveillance Equipment

NA Generator

NS Other Outside vehicle list

NS Other Inside vehicle list

NS Other 3 ph generators in Big Shop bldg.

_____ Other _____

_____ Other _____

_____ Other _____

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377 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
378 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
379 invoices, notices or other documents describing or referring to the matters revealed herein:
380 All buildings and house were occupied until April 2023. House and buildings all
381 need maintenance and repairs and will be sold in As Is condition. Value of property is
382 based on land value alone. Items currently on Property and being moved, sold or disposed
383 of at this current date.

384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
387 prospective BUYER of the Property and to real estate brokers and licensees. SELLER will promptly notify Licensee
388 assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee
389 assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER
390 and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # _____ of
391 pages).

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

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399 Kimberly S. Price dotloop verified
10/26/23 12:44 PM CDT
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401 SELLER

402 DATE

397 Lori L Swardstrom dotloop verified
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399 Todd Swardstrom dotloop verified
10/26/23 11:25 AM CDT
WL7W-0IAA-4UJ1-CSKH
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401 SELLER

402 DATE

403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 404
- 405 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
 - 406 and SELLER need only make an honest effort at fully revealing the information requested.
 - 407 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees
 - 408 concerning the condition or value of the Property.
 - 409 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
 - 410 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
 - 411 I have been specifically advised to have Property examined by professional inspectors.
 - 412 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
 - 413 5. I specifically represent there are no important representations concerning the condition or value of Property made
 - 414 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
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419 BUYER

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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 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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.