

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

1 SELLER: Jenna Mayer, Peter's Design Co.  
2 PROPERTY: 107 E Commercial St. Waterville, KS 66548  
3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER**  
6 which may materially affect the value of the Property. This disclosure statement is designed to assist  
7 SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this  
8 information.  
9

10 **2. NOTICE TO BUYER**

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
12 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any  
13 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.  
14

15 **3. OCCUPANCY**

16 Approximate age of Property? \_\_\_\_\_ How long have you owned? 2021  
17 Does SELLER currently occupy the Property? ..... Yes  No   
18 If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months.  
19

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH  
21 SELLER'S LAND DISCLOSURE ALSO.)**

- 22 (a) Fill or expansive soil on the Property? ..... Yes  No   
23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
24 the Property? ..... Yes  No   
25 (c) Is the Property or any portion thereof located in a flood zone, wetlands area  
26 or **proposed** to be located in such as designated by FEMA which requires  
27 flood insurance? ..... Yes  No   
28 (d) Drainage or flood problems on the Property or adjacent properties? ..... Yes  No   
29 (e) Do you pay flood insurance premiums? ..... Yes  No   
30 (f) If so, is it required? ..... Yes  No   
31 (g) Are the boundaries of the Property marked in any way? ..... Yes  No   
32 (h) Has Property had a stake survey? If yes, attach copy ..... Yes  No   
33 (i) Encroachments, boundary line disputes, or non-utility easements affecting  
34 the Property. .... Yes  No   
35 (j) Any fencing on the Property? ..... Yes  No   
36 (k) If yes, does fencing belong to the Property. .... Yes  No   
37 (l) Diseased, dead, or damaged trees or shrubs on the Property ..... Yes  No   
38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property ..... Yes  No

39 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43 **5. ROOF:**

- 44 (a) Approximate Age: 10+ years  Unknown Type: Flat
- 45 (b) Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No
- 46 If so, what was the date of the occurrence \_\_\_\_\_
- 47 (c) Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No
- 48 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_
- 49 (d) Has there been any roof replacement? ..... Yes  No
- 50 If yes, was it:  Complete or  Partial
- 51 (e) What is the number of layers currently in place: \_\_\_\_\_ layers, or  Unknown.

52 **If any of the answers in this section are "Yes", explain in detail below: (All available warranties and**

53 **other documentation are attached)** \_\_\_\_\_  
54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_

57  
58 **6. INFESTATION – ARE YOU AWARE OF:**

- 59 (a) Any termites, wood destroying insects, or *other* pests on the Property? ..... Yes  No
- 60 (b) Any damage to the property by termites, wood destroying insects or *other*
- 61 pests? ..... Yes  No
- 62 (c) Any termite, wood destroying insects or other pest control treatments on the
- 63 Property in the last five years? ..... Yes  No
- 64 If yes, list company, *when and where* treated \_\_\_\_\_
- 65 (d) Any warranty, bait stations or other treatment coverage by a licensed pest
- 66 control company on the Property? ..... Yes  No
- 67 If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the
- 68 service contract is \_\_\_\_\_. (Check One)
- 69  The treatment system stays with the Property, or  the treatment system is subject to
- 70 removal by the treatment company if annual service fee is not paid.

71 **If any of the answers in this section are "Yes", explain in detail (attach any receipts):** \_\_\_\_\_

72 \_\_\_\_\_  
73 \_\_\_\_\_  
74 \_\_\_\_\_  
75 \_\_\_\_\_

76 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 77 (a) Movement, shifting, deterioration, or other problems with walls, foundations,
- 78 crawl space or slab? ..... Yes  No
- 79 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 80 crawl space, basement floor or garage? ..... Yes  No
- 81 (c) Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- 82 (d) Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- 83 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- 84 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 85 the Property? ..... Yes  No
- 86 (g) Any problems with fireplace and/or chimney? ..... Yes  No
- 87 Date of last cleaning? \_\_\_\_\_
- 88 (h) Does the Property have a sump pump? ..... Yes  No
- 89 (i) Any repairs or other attempts to control the cause or effect of any problem
- 90 described above? ..... Yes  No

91 **If any of the answers in this section are "Yes", explain in detail. When describing repairs or control**

92 **efforts, describe the location, extent, date, and name of the person who did the repair or control effort**

93 **and attach, if available, any inspection reports, estimates or receipts:** \_\_\_\_\_

94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_

**8. 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: \_\_\_\_\_  
\_\_\_\_\_

(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: \_\_\_\_\_  
\_\_\_\_\_

**9. PLUMBING RELATED ITEMS:**

(a) What is the drinking water source?  Public  Private  Well  Cistern  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
diameter \_\_\_\_\_ age \_\_\_\_\_

(b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_  
Yes  No

(c) Is there a water softener on the Property? ..... Yes  No   
(If so, is it:  Leased  Owned?)

(d) Is there a water purifier system? ..... Yes  No   
(If so, is it:  Leased  Owned?)

(e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_

(f) If there is a septic system, is there a sewage pump on the septic system? Yes  No

(g) Is there a grinder pump system? ..... Yes  No

(h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_

(i) Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard? ..... N/A  Yes  No

If "No", explain: \_\_\_\_\_  
(j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... Yes  No

(k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No

(l) Type of plumbing material currently used in the Property:  
 Copper  Galvanized  Other \_\_\_\_\_  
The location of the main water shut-off is \_\_\_\_\_

(m) The location of the sewer line clean out trap is: \_\_\_\_\_

If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

140 **10. HEATING AND AIR CONDITIONING:**

141 (a) Does the Property have air conditioning? ..... Yes  No   
142  Central Electric  Central Gas  Heat Pump  Window Unit(s)  
143 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
144 1. 2014 BW electric

145 2.  
146 (b) Does the Property have heating systems? ..... Yes  No   
147  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other  
148 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
149 1.  
150 2.

151 (c) Are there rooms without heat or air conditioning? ..... Yes  No   
152 If yes, which room(s)?

153 (d) Does the Property have a water heater? ..... Yes  No   
154  Electric  Gas  Solar  
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
156 1.  
157 2.

158 (e) Are you aware of any problems regarding these items? ..... Yes  No

159 **If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail:** \_\_\_\_\_  
160 \_\_\_\_\_  
161 \_\_\_\_\_  
162 \_\_\_\_\_  
163 \_\_\_\_\_

164 **11. ELECTRICAL SYSTEM:**

165 (a) Type of material used:  Copper  Aluminum  Unknown  
166 (b) Type of electrical panel(s):  Breaker  Fuse  
167 Location of electrical panel(s): \_\_\_\_\_  
168 Size of electrical panel (total amps), if known: \_\_\_\_\_  
169 (c) Are you aware of any problem with the electrical system? ..... Yes  No

170 **If "Yes", explain in detail:** \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_

175 **12. HAZARDOUS CONDITIONS:**

176 (a) Underground tanks on the Property? ..... Yes  No   
177 (b) Landfill on the Property? ..... Yes  No   
178 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No   
179 (d) Has the Property been tested for any of the above listed items? ..... Yes  No   
180 (e) Radon in the property? ..... Yes  No   
181 (f) Have you had the property tested for radon? ..... Yes  No   
182 (g) Have you had the property tested for mold? ..... Yes  No   
183 (h) Are you aware of any other environmental issues? ..... Yes  No   
184 (i) Are you aware of any methamphetamine or controlled substances ever being  
185 used or manufactured on the Property? ..... Yes  No   
186 **(In Missouri, a separate disclosure is required if methamphetamine or**  
187 **other controlled substances have been present on or in the Property)**

188 If your answer to any of the questions in this section is "Yes", explain in detail and attach test  
189 results: \_\_\_\_\_  
190 \_\_\_\_\_  
191 \_\_\_\_\_

192  
193 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 194 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
195 that apply to Property? ..... Yes  No   
196 Amount: \$ \_\_\_\_\_
- 197 (b) Are you aware or have you received any notice of any condition or proposed  
198 change in your neighborhood or surrounding area? ..... Yes  No
- 199 (c) Is the Property subject to covenants, conditions, and restrictions of a  
200 Homeowner's Association or subdivision restrictions? ..... Yes  No
- 201 (d) Are you aware of any violations of such covenants and restrictions? ..... Yes  No
- 202 (e) Does the Homeowner's Association impose its own transfer fee when this  
203 Property is sold? ..... Yes  No   
204 If "yes", what is the amount? \$ \_\_\_\_\_
- 205 (f) Are you aware of any defect, damage, proposed change or problem with any  
206 common elements or common areas? ..... Yes  No
- 207 (g) Are you aware of any condition or claim which may result in any change to  
208 assessments or fees? ..... Yes  No
- 209 (h) Are streets privately owned? ..... Yes  No
- 210 (i) Is Property in a historic, conservation or special review district that  
211 requires any alterations or improvements to Property be approved by a  
212 board or commission? ..... Yes  No
- 213 (j) Is Property subject to tax abatement? ..... Yes  No
- 214 (k) Is Property subject to a right of first refusal? ..... Yes  No

215 If the answer to any of the above questions is "Yes" except (c), explain in detail, including  
216 amounts, if applicable: \_\_\_\_\_  
217 \_\_\_\_\_  
218 \_\_\_\_\_  
219 \_\_\_\_\_

220  
221 Homes Association dues which are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
222 payable  yearly  monthly  quarterly, sent to \_\_\_\_\_ and  
223 such includes: \_\_\_\_\_  
224 Homeowner's Association contact name, phone number, website, or email address: \_\_\_\_\_  
225 \_\_\_\_\_  
226 \_\_\_\_\_

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following?  
229  Party walls  Common areas  Easement Driveways ..... Yes  No
- 230 (b) Are you aware of any fire damage to the Property? ..... Yes  No
- 231 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the  
232 Property? ..... Yes  No
- 233 (d) Are there any violations of laws or regulations affecting the Property? ..... Yes  No
- 234 (e) Are you aware of any other conditions that may materially and adversely  
235 affect the value or desirability of the Property? ..... Yes  No
- 236 (f) Are you aware of any other condition that may prevent you from completing  
237 the sale of the Property? ..... Yes  No
- 238 (g) Are you aware of any general stains or pet stains to the carpet, the flooring

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- or sub-flooring? ..... Yes  No
- (h) Do you have keys for all exterior doors, including garage doors in the home? ..... Yes  No   
List locks without keys \_\_\_\_\_
- (i) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- (j) Are you aware of any unrecorded interests affecting the Property? ..... Yes  No
- (k) Are you aware of anything that would interfere with giving clear title to the BUYER? ..... Yes  No
- (l) Are you aware of any existing or threatened legal action pertaining to the Property? ..... Yes  No
- (m) Are you aware of any litigation or settlement pertaining to this Property? ..... Yes  No
- (n) Have you added any insulation since you have owned the Property? ..... Yes  No
- (o) Have you replaced any appliances that remain with the Property in the past five years? ..... Yes  No
- (p) Are there any transferable warranties on the Property or any of its components? ..... Yes  No
- (q) Have you made any insurance or other claims pertaining to this Property in the past 5 years? ..... Yes  No   
If yes, were repairs from claim(s) completed? ..... Yes  No
- (r) Are you aware of any use of synthetic stucco in the property? ..... Yes  No

If any of the answers in this section are "Yes", (except g), explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Electric Company Name - City of Waterville Phone \_\_\_\_\_  
Gas Company Name - KANSAS GAS Phone \_\_\_\_\_  
Water Company Name - CITY OF WATERVILLE Phone \_\_\_\_\_

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

The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other promotional material, provides for what is included in the sale of the property. All existing improvements on Property (if any) and appurtenances, fixtures and equipment, whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

**OS = Operating and Staying with the Property (Means the item is performing its intended function)**

**EX = Staying with the Property but Excluded from Mechanical Repairs and cannot be an Unacceptable Condition**

**NA = Not applicable**

**NS = Not staying with the Property**

- |     |   |  |   |
|-----|---|--|---|
| 282 | <input type="checkbox"/> Air Conditioning Window Units, # _____ | <input type="checkbox"/> Garage door opener(s)               | <input type="checkbox"/> Sprinkler System _____             |
| 283 | <input type="checkbox"/> Air Conditioning Central System        | <input type="checkbox"/> Garage Door Transmitter(s), # _____ | <input type="checkbox"/> Sprinkler System Back Flow Valve   |
| 284 | <input type="checkbox"/> Attic Fan                              | <input type="checkbox"/> Gas Grill                           | <input type="checkbox"/> Sprinkler System Auto Timer        |
| 285 | <input type="checkbox"/> Ceiling Fans, # _____                  | <input type="checkbox"/> Gas Yard Light                      | <input type="checkbox"/> Statuary/Yard Art                  |
| 286 | <input type="checkbox"/> Central vac & attachments              | <input type="checkbox"/> Humidifier                          | <input type="checkbox"/> Stove, ___ Elec. ___ Gas           |
| 287 | <input type="checkbox"/> Dishwasher                             | <input type="checkbox"/> Intercom                            | <input type="checkbox"/> Stove Downdraft Cooktop            |
| 288 | <input type="checkbox"/> Disposal                               | <input type="checkbox"/> Laundry – Washer                    | <input type="checkbox"/> Stove Oven ___ Elec. ___ Gas       |
| 289 | <input type="checkbox"/> Doorbell                               | <input type="checkbox"/> Laundry – Dryer                     | <input type="checkbox"/> Stove Oven – Convection            |
| 290 | <input type="checkbox"/> Electric air cleaner or purifier       | <input type="checkbox"/> Microwave Oven                      | <input type="checkbox"/> Stove/Oven Clock Timer             |
| 291 | <input type="checkbox"/> Electric Garage Door Opener(s)         | <input type="checkbox"/> Propane Tank                        | <input type="checkbox"/> Stove Vent Hood                    |
| 292 | <input type="checkbox"/> Exhaust fan(s) – baths                 | <input type="checkbox"/> Refrigerator                        | <input type="checkbox"/> Sump Pump                          |
| 293 | <input type="checkbox"/> Fireplace heat re-circulator           | <input type="checkbox"/> Location of Refrigerator _____      | <input type="checkbox"/> Swimming Pool                      |
| 294 | <input type="checkbox"/> Fireplace insert                       | <input type="checkbox"/> Security System                     | <input type="checkbox"/> Swimming Pool Heater               |
| 295 | <input type="checkbox"/> Fireplace Gas Logs                     | <input type="checkbox"/> ___ Owned ___ Leased                | <input type="checkbox"/> Swimming Pool Equipment            |
| 296 | <input type="checkbox"/> Fireplace Gas Starter                  | <input type="checkbox"/> Smoke Detector(s), # _____          | <input type="checkbox"/> Trash Compactor                    |
| 297 | <input type="checkbox"/> Fireplace – wood burning stove         | <input type="checkbox"/> Spa/Hot Tub                         | <input type="checkbox"/> TV Antenna/Receiver/Satellite Dish |
| 298 | <input type="checkbox"/> Fountain(s)                            | <input type="checkbox"/> Spa/Sauna                           | <input type="checkbox"/> ___ Own ___ Lease                  |
| 299 | <input type="checkbox"/> Furnace/heat pump/other htg system     | <input type="checkbox"/> Spa Equipment                       | <input type="checkbox"/> Water Softener and/or purifier     |
| 300 | <input type="checkbox"/> Other _____                            | <input type="checkbox"/> Other _____                         | <input type="checkbox"/> ___ Own ___ Lease                  |
| 301 | <input type="checkbox"/> Other _____                            | <input type="checkbox"/> Other _____                         | <input type="checkbox"/> Other _____                        |

302  
 303 Disclose any material information and describe any significant repairs, improvements or alterations to  
 304 the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any  
 305 repair estimates, reports, invoices, notices or other documents describing or referring to the matters  
 306 revealed herein: \_\_\_\_\_  
 307 \_\_\_\_\_  
 308 \_\_\_\_\_

309  
 310 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement  
 311 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
 312 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective  
 313 BUYER of the property and to real estate brokers and salespeople. **SELLER will promptly notify**  
 314 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**  
 315 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,**  
 316 **in writing, of such changes. (Initial and date any changes and/or attach a list of additional**  
 317 **changes. If attached, # \_\_\_\_\_ of pages).**

318  
 319 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
 320 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
 321 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

322  
 323  
 324 John K. Muzik 10/19/24 \_\_\_\_\_  
 325 SELLER DATE SELLER DATE

326 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

327

- 328 1. I understand and agree that the information in this form is limited to information of which SELLER has  
329 actual knowledge and that SELLER need only make an honest effort at fully revealing the information  
330 requested.
- 331 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or  
332 Broker(s) or agents concerning the condition or value of the Property.
- 333 3. I agree to verify any of the above information, and any other important information provided by  
334 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an  
335 independent investigation of my own. I have been specifically advised to have Property examined by  
336 professional inspectors.
- 337 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects  
338 in Property.
- 339 5. I specifically represent that there are no important representations concerning the condition or value  
340 of Property made by SELLER or Broker on which I am relying except as may be fully set forth in  
341 writing and signed by them.

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345 BUYER DATE BUYER DATE

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 2008. Last revised 10/07. All previous versions of this document may no longer  
be valid.