

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

1 **SELLER:** Gerald McNary
2 **PROPERTY:** 304 W Commercial Waterville KS
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? 80 yrs How long have you owned? 2007
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 Wood Privacy Fence - 7/23
41 _____
42 _____

43 **5. ROOF:**

- 44 (a) Approximate Age: 1930's years Unknown Type: _____
- 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:** _____

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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: Kitchen / Dining Room added before our purchase

(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? _____

(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:

Water Softener - Leased Water Conditioning Seneca KS

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. 9/22 outside

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. 9/22 Basement

150 2.

151 (c) Are there rooms without heat or air conditioning? ... upstairs 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. 2015

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 _____

174 _____

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 n/a 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

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

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

261 _____

262 Foam Insulation Upstairs North Room 10/22

263 New Dishwasher 7/25

264 _____

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

266 Electric Company Name - City of Waterville Phone 363-2367

267 Gas Company Name - Kansas Gas Service Phone _____

268 Water Company Name - City of Waterville Phone 363-2367

269 _____

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

271 The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other

272 promotional material, provides for what is included in the sale of the property. All existing

273 improvements on Property (if any) and appurtenances, fixtures and equipment, whether buried,

274 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain

275 with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

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

277 **function)**

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

279 **Unacceptable Condition**

280 **NA = Not applicable**

281 **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 checked="" 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 checked="" type="checkbox"/> Ceiling Fans, # <u>5</u>	<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 checked="" type="checkbox"/> Dishwasher <u>9/22</u>	<input type="checkbox"/> Intercom _____	<input type="checkbox"/> Stove Downdraft Cooktop _____
288	<input checked="" type="checkbox"/> Disposal <u>9/22</u>	<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 checked="" type="checkbox"/> Microwave Oven <u>9/22</u>	<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 checked="" 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 checked="" type="checkbox"/> Smoke Detector(s), # <u>3</u>	<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 checked="" type="checkbox"/> Water Softener and/or purifier _____
300	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> ___ Own <u>Lease</u> _____
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 David Mcay by [Signature]
 324 _____ DATE SELLER _____ DATE
 325 SELLER

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.
- 342
- 343
- 344

345 **BUYER** _____ **DATE** **BUYER** _____ **DATE**

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.