

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

1 **SELLER** (*Indicate Marital Status*): Annahita Z. and Gregory R Van Den Berghe (AMC)

5 **PROPERTY**: 33345 West 95th Street, De Soto, KS 66018

7 **1. NOTICE TO SELLER.**

8 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if  
9 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material  
10 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability  
11 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to  
12 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.  
13 If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated  
14 Lead Based Paint Disclosure Addendum.

16 **2. NOTICE TO BUYER.**

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

21 **3. OCCUPANCY.**

22 Approximate age of Property? \_\_\_\_\_ How long have you owned? 2017

23 Does SELLER currently occupy the Property? ..... Yes  No

24 If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months

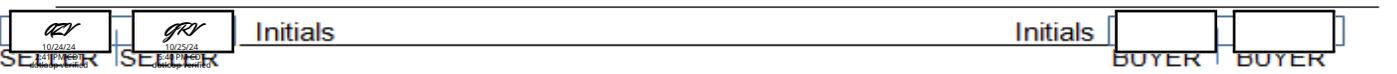
26  SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

28 **4. TYPE OF CONSTRUCTION.**  Conventional/Wood Frame  Modular  Manufactured  
29  Mobile  Other Morton Metal Building

31 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND  
32 DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 33 a. Any fill or expansive soil on the Property? ..... Yes  No
- 34 b. Any sliding, settling, earth movement, upheaval or earth stability problems  
35 on the Property? ..... Yes  No
- 36 c. The Property or any portion thereof being located in a flood zone, wetlands  
37 area or **proposed** to be located in such as designated by FEMA which  
38 requires flood insurance? ..... Yes  No
- 39 d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- 40 e. Any flood insurance premiums that you pay? ..... Yes  No
- 41 f. Any need for flood insurance on the Property? ..... Yes  No
- 42 g. Any boundaries of the Property being marked in any way? ..... Yes  No
- 43 h. The Property having had a stake survey? ..... Yes  No
- 44 i. Any encroachments, boundary line disputes, or non-utility easements  
45 affecting the Property? ..... Yes  No
- 46 j. Any fencing on the Property? ..... Yes  No
- 47 If "Yes", does fencing belong to the Property?..... N/A  Yes  No
- 48 k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- 49 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes  No
- 50 m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes  No

52 **If any of the answers in this section are "Yes", explain in detail or attach other  
53 documentation:** Mineral rights remain with the property, no leases regarding gas/oil

54  
55  
 Initials Initials  
SELLER SELLER BUYER BUYER

56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112

**6. ROOF.**

- a. Approximate Age: 5 years  Unknown Type: Metal
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If "Yes", what was the date of the occurrence? \_\_\_\_\_
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs: \_\_\_\_\_ / \_\_\_\_\_
- d. Has there been any roof replacement? ..... Yes  No   
If "Yes", was it:  Complete or  Partial
- e. What is the number of layers currently in place? \_\_\_\_\_ layers or  Unknown.

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

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

- a. Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No
- b. Any damage to the Property by termites, wood destroying insects or **other** pests? ..... Yes  No
- c. Any termite, wood destroying insects or **other** pest control treatments on the Property in the last five (5) years? ..... Yes  No   
If "Yes", list company, **when and where** treated: \_\_\_\_\_
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes  No   
If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_  
**(Check one)**  The treatment system stays with the Property or  the treatment system is subject to removal by the treatment company if annual service fee is not paid.

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

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

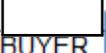
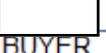
**ARE YOU AWARE OF:**

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

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

   
SELLER SELLER

Initials

Initials    
BUYER BUYER

113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155

**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: \_\_\_\_\_ Morton construction was responsible for building permits

**10. PLUMBING RELATED ITEMS.**

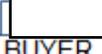
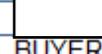
- a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No   
If "Yes", when was 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 1  Cesspool  Lagoon  Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: \_\_\_\_\_  
Tank is on southwest corner of barn, field travels further away from the barn from there
- g. The location of the sewer line clean out trap is: \_\_\_\_\_ Next to barn, easily accessible
- 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: \_\_\_\_\_ Utility closet
- 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:**

   
SELLER SELLER

Initials

Initials

   
BUYER BUYER

156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209

**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.            3 yrs                            Yes    Finished area  
 2.            3 yrs                            Yes    Garage area
- 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.            5yrs                            Y            Ceiling  
 2.            3 yrs                            Y            Finished area
- 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.            3 yrs                            Y            Utility area  
 2. \_\_\_\_\_
- e. Are you aware of any problems regarding these items? ..... Yes  No   
 If "Yes", explain in detail: \_\_\_\_\_

**12. ELECTRICAL SYSTEM.**

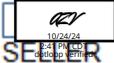
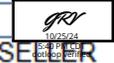
- a. Type of material used:  Copper  Aluminum  Unknown  
 b. Type of electrical panel(s):  Breaker  Fuse  
 Location of electrical panel(s): \_\_\_\_\_ Garage area  
 Size of electrical panel(s) (total amps), if known: \_\_\_\_\_ 200 amp
- c. Are you aware of any problem with the electrical system? ..... 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

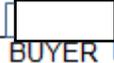
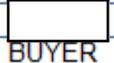
**(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)**

**If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:**

Initials \_\_\_\_\_

Initials \_\_\_\_\_

- 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 \_\_\_\_\_

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

- 242 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:**

A sewer line is being installed approx 30" below grade at the back corner of the property

**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.

**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. Any unrecorded interests affecting the Property? ..... Yes  No

		Initials _____	Initials _____	Initials _____
SELLER	SELLER		BUYER	BUYER

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

281  
282 **If any of the answers in this section are "Yes", explain in detail:**

283  
284  
285  
286

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

288 Electric Company Name:	Evergy	Phone #	_____
289 Gas Company Name:	Ferrel Gas	Phone #	_____
290 Water Company Name:	Water District #7	Phone #	_____
291 Trash Company Name:	_____	Phone #	_____
292 Other:	_____	Phone #	_____
293 Other:	_____	Phone #	_____

294  
295 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

296 Any technology or systems staying with the Property? ..... N/A  Yes  No

297 If "Yes" list:  
298  
299  
300

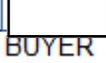
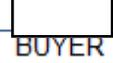
301 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

302  
303 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

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

- |   |  |
|---|--|
| 316 Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 317 Attached lighting                   | Mounted entertainment brackets         |
| 318 Attached floor coverings            | Plumbing equipment and fixtures        |
| 319 Bathroom vanity mirrors,            | Storm windows, doors, screens          |
| 320 attached or hung                    | Window blinds, curtains, coverings     |
| 321 Fences (including pet systems)      | and window mounting components         |

322  
323

		Initials _____	Initials _____		
---	---	----------------	----------------	---	---



379 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
380 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
381 invoices, notices or other documents describing or referring to the matters revealed herein:  
382  
383  
384  
385

386 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
387 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
388 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
389 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**  
390 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
391 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**  
392 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
393 **pages).**  
394

395 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
396 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
397 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
398  
399  
400

401 *Annahita Z Van Den Berghe*  
402 dotloop verified  
10/24/24 2:41 PM CDT  
5T4N-CN75-KNMKJVIB  
403 **SELLER** **DATE**

401 *Gregory R Van Den Berghe*  
402 dotloop verified  
10/25/24 5:40 PM CDT  
XBHQ-KIBN-YU50-1EOL  
403 **SELLER** **DATE**

404  
405 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**  
406

- 407 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
408 and SELLER need only make an honest effort at fully revealing the information requested.  
409 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees  
410 concerning the condition or value of the Property.  
411 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)  
412 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
413 I have been specifically advised to have Property examined by professional inspectors.  
414 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.  
415 5. I specifically represent there are no important representations concerning the condition or value of Property made  
416 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.  
417

418  
419   
420 **BUYER** **DATE**

418  
419   
420 **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 September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.