



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

SELLER: Robert J. Graham, a single person

PROPERTY: 5615 W. 87th St., Overland Park, KS 66207

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? 52 years How long have you owned? 47 years
Does SELLER currently occupy the Property? Yes No X
If "No", how long has it been since SELLER occupied the Property? 1 month years/months

4. 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 X
(b) Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No X
(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? Yes No X
(d) Any drainage or flood problems on the Property or adjacent properties? Yes No X
(e) Any flood insurance premiums that you pay? Yes No X
(f) Any need for flood insurance on the Property? Yes No X
(g) Any boundaries of the Property being marked in any way? Yes X No
(h) The Property having had a stake survey? If "Yes", attach copy. Yes No X
(i) Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No X
(j) Any fencing on the Property? Yes X No
If "Yes", does fencing belong to the Property? N/A Yes No X
(k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes No X
(l) Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No X
(m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes No X

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

- (g) fence and flower gardens in backyard
(j) west side of backyard has a chain link fence that belongs to neighbor

Initials SELLER SELLER Initials BUYER BUYER

48 **5. ROOF.**

- 49 (a) Approximate Age: 5 years Unknown Type: _____ Composition _____
- 50 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
- 51 If "Yes", what was the date of the occurrence? _____
- 52 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 53 Date of and company performing such repairs _____ / _____
- 54 (d) Has there been any roof replacement? Yes No
- 55 If "Yes", was it: Complete or Partial
- 56 (e) What is the number of layers currently in place? _____ layers or Unknown.

57 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

58 **and other documentation):** _____

59 _____

60 _____

61 _____

62 **6. INFESTATION. ARE YOU AWARE OF:**

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

75 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information and**

76 **other documentation):** _____

77 _____

78 _____

79 _____

80 _____

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

82 **ARE YOU AWARE OF:**

- 83 (a) Any movement, shifting, deterioration, or other problems with walls,
- 84 foundations, crawl space or slab? Yes No
- 85 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 86 crawl space, basement floor or garage? Yes No
- 87 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes No
- 88 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 89 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 90 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 91 the Property? Yes No
- 92 (g) Any problems with fireplace including, but not limited to firebox, chimney,
- 93 chimney cap and/or gas line? Yes No
- 94 Date of any repairs, inspection(s) or cleaning? _____
- 95 Date of last use? _____
- 96 (h) Does the Property have a sump pump? Yes No
- 97 If "Yes", location: _____ Basement - SW corner
- 98 (i) Any repairs or other attempts to control the cause or effect of any problem
- 99 described above? Yes No

MS
SELLER SELLER

Initials

Initials
BUYER BUYER

100 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
101 information and other documentation): _____

102 (a) slight settlements around garage. _____
103 _____
104 _____

105
106 **8. ADDITIONS AND/OR REMODELING.**

107 (a) Are you aware of any additions, structural changes, or other material
108 alterations to the Property? Yes No
109 If "Yes", explain in detail: _____

110
111 (b) If "Yes", were all necessary permits and approvals obtained, and was all
112 work in compliance with building codes? N/A Yes No
113 If "No", explain in detail: _____
114 _____

115
116 **9. PLUMBING RELATED ITEMS.**

117 (a) What is the drinking water source? Public Private Well Cistern
118 If well water, state type _____ depth _____
119 diameter _____ age _____

120 (b) If the drinking water source is a well, when was the water last checked for
121 safety and what was the result of the test? _____

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

124 (d) Is there a water purifier system? Yes No
125 If "Yes", is it: Leased Owned?

126 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
127 Septic System Cesspool Lagoon Other _____

128 (f) The location of the sewer line clean out trap is: _____
129 (g) Is there a sewage pump on the septic system? N/A Yes No

130 (h) Is there a grinder pump system? Yes No
131 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
132 system last serviced? _____ By whom? _____

133 (j) Is there a sprinkler system? Yes No
134 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
135 If "No", explain in detail: _____

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

138 (l) Type of plumbing material currently used in the Property:
139 Copper Galvanized Other _____
140 The location of the main water shut-off is: _____ basement _____

141 (m) Is there a back flow prevention device on the lawn sprinkling system,
142 sewer or pool? N/A Yes No

143 If your answer to (k) in this section is "Yes", explain in detail (attach available
144 documentation): _____
145 _____
146 _____
147 _____


SELLER | SELLER

Initials

Initials
BUYER | BUYER

195 If any of the answers in this section are "Yes", explain in detail (attach test results and other
196 documentation): _____
197 _____
198 _____
199 _____

200
201 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 202 (a) Any current/pending bonds, assessments, or special taxes that
203 apply to Property? Yes No
204 If "Yes", what is the amount? \$ _____
- 205 (b) Any condition or proposed change in your neighborhood or surrounding
206 area or having received any notice of such? Yes No
- 207 (c) Any defect, damage, proposed change or problem with any
208 common elements or common areas? Yes No
- 209 (d) Any condition or claim which may result in any change to
210 assessments or fees? Yes No
- 211 (e) Any streets that are privately owned? Yes No
- 212 (f) The Property being in a historic, conservation or special review district that
213 requires any alterations or improvements to the Property be approved by a
214 board or commission? Yes No
- 215 (g) The Property being subject to tax abatement? Yes No
- 216 (h) The Property being subject to a right of first refusal? Yes No
217 If "Yes", number of days required for notice: _____
- 218 (i) The Property being subject to covenants, conditions, and restrictions of a
219 Homeowner's Association or subdivision restrictions? Yes No
- 220 (j) Any violations of such covenants and restrictions? N/A Yes No
- 221 (k) The Homeowner's Association imposing its own transfer fee and/or
222 initiation fee when the Property is sold? N/A Yes No
223 If "Yes", what is the amount? \$ _____
224 _____

225 Homeowner's Association dues are paid in full until n/a in the amount of \$ _____
226 payable yearly semi-annually monthly quarterly, sent to _____ and
227 such includes: _____

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

230 Optional Pool and Tennis Club: www.roundhillclub.org
231 Trash enrollment contact: Leslie Foiles 816-392-4766 ffoiles@kc.rr.com

232 **If any of the answers in this section are "Yes" (except i and k), explain in detail (attach other**
233 **documentation):** _____
234 _____
235 _____

236
237 **14. PREVIOUS INSPECTION REPORTS.**

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

240
241 **15. OTHER MATTERS. ARE YOU AWARE OF:**

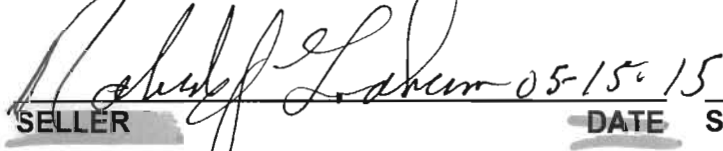
- 242 (a) Any of the following?
243 Party walls Common areas Easement Driveways Yes No
- 244 (b) Any fire damage to the Property? Yes No
- 245 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes No
- 246 (d) Any violations of laws or regulations affecting the Property? Yes No

 _____ Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

352 Disclose any material information and describe any significant repairs, improvements or alterations to the
353 Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair
354 estimates, reports, invoices, notices or other documents describing or referring to the matters revealed
355 herein: _____
356 _____
357 _____

358
359 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
360 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
361 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
362 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
363 salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any**
364 **information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will**
365 **promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER**
366 **initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
367 **pages).**
368

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

372
373
374  05-15-15
375 _____
376 **SELLER** **DATE** **SELLER** **DATE**

377 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 378
379 1. I understand and agree the information in this form is limited to information of which SELLER has
380 actual knowledge and SELLER need only make an honest effort at fully revealing the information
381 requested.
382 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or
383 agents concerning the condition or value of the Property.
384 3. I agree to verify any of the above information, and any other important information provided by
385 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
386 independent investigation of my own. I have been specifically advised to have Property examined by
387 professional inspectors.
388 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
389 Property.
390 5. I specifically represent there are no important representations concerning the condition or value of
391 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
392 and signed by them.

393
394
395 _____
396 **BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/14. All previous versions of this document may no longer be valid. Copyright January 2015.



LEAD BASED PAINT DISCLOSURE ADDENDUM
 Disclosure of Information on Lead-Based Paint and/or
 Lead-Based Paint Hazards

1 **SELLER:** _____ Robert J. Graham, a single person _____
 2

3 **PROPERTY:** _____ 5615 W. 87th St., Overland Park, KS 66207 _____
 4

5 **Lead Warning Statement:**

6 **Every purchaser of any interest in residential real property on which a residential**
 7 **dwelling was built prior to 1978 is notified that such property may present exposure to**
 8 **lead from lead-based paint that may place young children at risk of developing lead**
 9 **poisoning. Lead poisoning in young children may produce permanent neurological**
 10 **damage, including learning disabilities, reduced intelligence quotient, behavioral**
 11 **problems, and impaired memory. Lead poisoning also poses a particular risk to**
 12 **pregnant women. The seller of any interest in residential real property is required to**
 13 **provide the buyer with any information on lead-based paint hazards from risk**
 14 **assessments or inspections in the seller's possession and notify the buyer of any known**
 15 **lead-based paint hazards. A risk assessment or inspection for possible lead-based paint**
 16 **hazards is recommended prior to purchase.**

17
 18 **Seller's Disclosure (Initial applicable lines)**

19 a) **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
 20 **PAINT HAZARDS: (check one below)**

21 Known lead-based paint and/or lead-based paint hazards are present in the housing
 22 (explain).
 23

24 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the
 25 housing.
 26

27 b) **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
 28 **(check one below)**

29 Seller has provided the Buyer with all available records and reports pertaining to
 30 lead-based paint and/or lead-based paint hazards in the housing (list documents
 31 below).
 32

33 Seller has no reports or records pertaining to lead-based paint and/or lead-based
 34 paint hazards in the housing.
 35

36 **Buyer's Acknowledgment (Initial applicable lines)**

37 c) _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
 38 **ABOVE**

39 d) _____ **BUYER HAS RECEIVED THE PAMPHLET**
 40 **"Protect Your Family from Lead in Your Home"**

41 e) _____ **BUYER HAS: (Check one below)**

42 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk
 43 assessment or inspection for the presence of lead-based paint or lead-based paint
 44 hazards; or

45 Waived the opportunity to conduct a risk assessment or inspection for the presence
 46 of lead-based paint and/or lead-based paint hazards.

