



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

1 **SELLER** (*Indicate Marital Status*): Schmitz Living Trust dated February 19, 2008

5 **PROPERTY**: 4116 Northwest Delwood Drive, Blue Springs, MO 64015

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? 1986 How long have you owned? since November 1992
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 _____

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:** 5d - Some erosion from neighbor guttering/downspout was resolved by placement of a stone wall
54 barrier to deflect water.
55 5J - most of property is chain link owned by other properties. This property owns only the white PVC fencing (24 ft)

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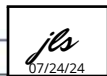
9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail: Finished basement in 1994. Added sunroom in 2000. Partial window replacement 2004. Added vinyl siding and guttering in 2017. Front porch added and deck replaced in 2021.
- 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: All were done with permits except finishing the basement. Electrical and plumbing for the basement were stubbed in when house was built.

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: _____ unknown
- g. The location of the sewer line clean out trap is: _____ in garage
- 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? na 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: _____ basement 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:

 
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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. 2005 back yard 05/20/2024 Sales HVAC
 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. 2005 basement unknown
 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. 1998? basement 50 g unknown
 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): _____ basement
 Size of electrical panel(s) (total amps), if known: _____ 200
 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:

 
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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:

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

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



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249 **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.

252 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 253 a. Any of the following?
- 254 Party walls Common areas Easement Driveways Yes No
- 255 b. Any fire damage to the Property? Yes No
- 256 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 257 d. Any violations of laws or regulations affecting the Property? Yes No
- 258 e. Any other conditions that may materially affect the value
- 259 or desirability of the Property? Yes No
- 260 f. Any other condition, including but not limited to financial, that may prevent
- 261 you from completing the sale of the Property? Yes No
- 262 g. Any animals or pets residing in the Property during your ownership? Yes No
- 263 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 264 i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 265 List locks without keys _____
- 266 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 267 k. Any unrecorded interests affecting the Property? Yes No
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- 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

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

16G - Had a dog and a cat at different times. None since 2023
 16H - carpet stains in various areas
 16Q - Smart stove new in 2022; dishwasher new in 2024
 16R - Roof replaced due to hail damage. Complete replacement via insurance

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

Electric Company Name:	Evergy	Phone #	8164715275
Gas Company Name:	Spire Gas of Missouri	Phone #	8005821234
Water Company Name:	Blue Springs Water	Phone #	8162280132
Trash Company Name:	AAA	Phone #	8162041192
Other:		Phone #	
Other:		Phone #	

18. ELECTRONIC SYSTEMS AND COMPONENTS.


Any technology or systems staying with the Property? N/A Yes No
 If "Yes" list: RING doorbell, Sunroom wall AC/Heater which does not work, Security system that has never worked

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


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324 **Fill in all blanks using one of the abbreviations listed below.**

325 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**

326 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**
327 **Condition.**

328 **“NA” = Not applicable (any item not present).**

329 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

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332 NA Air Conditioning Window Units, # _____

333 OS Air Conditioning Central System _____

334 OS Attic Fan _____

335 OS Ceiling Fan(s), # 3

336 NA Central Vac and Attachments _____

337 NA Closet Systems, Location _____

338 NA Camera-Surveillance Equipment _____

339 OS Doorbell _____

340 NA Electric Air Cleaner or Purifier _____

341 NA Electric Car Charging Equipment _____

342 OS Exhaust Fan(s) – Baths _____

343 OS Fences – Invisible & Controls _____

344 Fireplace(s), # 1

345 Location #1 LIVING ROOM Location #2 _____

346 OS Chimney _____ Chimney _____

347 NA Gas Logs _____ Gas Logs _____

348 OS Gas Starter _____ Gas Starter _____

349 NA Heat Re-circulator _____ Heat Re-circulator _____

350 NA Insert _____ Insert _____

351 OS Wood Burning _____ Wood Burning _____

352 Other _____ Other _____

353 OS Fountain(s) _____

354 OS Furnace/Heat Pump/Other Heating System _____

355 EX Garage Door Keyless Entry _____

356 OS Garage Door Opener(s), # 2

357 OS Garage Door Transmitter(s), # 5

358 NA Generator _____

359 NA Humidifier _____

360 NA Intercom _____

361 OS Jetted Tub _____

362 **KITCHEN APPLIANCES**

363 Cooking Unit

364 OS Stove/Range _____

365 OS Elec. Gas _____ Convection _____

366 NA Built-in Oven _____

367 OS Elec. Gas _____ Convection _____

368 OS Cooktop OS Elec. Gas _____

369 NS Microwave Oven _____

370 OS Dishwasher _____

371 OS Disposal _____

372 NS Freezer _____

373 Location _____ GARAGE _____

374 NS Refrigerator (#1) _____

375 Location _____ KITCHEN _____

376 NS Refrigerator (#2) _____

377 Location _____ GARAGE _____

378 NA Trash Compactor _____

NS Laundry - Washer _____

NS Laundry - Dryer _____

NS Elec. Gas _____

MOUNTED Entertainment Equipment

NA TV, Location _____

NA TV, Location _____

NA TV, Location _____

NA TV, Location _____

NA Speakers, Location _____

NA Speakers, Location _____

NA Other/Location _____

NA Other/Location _____

NA Other/Location _____

NA Other/ Location _____

NA Outside Cooking Unit _____

NA Propane Tank _____

NA Owned Leased _____

EX Security System _____

EX Owned Leased _____

OS Smoke/Fire Detector(s), # 1

NA 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) _____

OS Statuary/Yard Art _____

NA Swing set/Playset _____

NA Sump Pump(s), # _____

NA Swimming Pool (Swimming Pool Rider Attached) _____

NA Swimming Pool Heater _____

NA Swimming Pool Equipment _____

EX TV Antenna/Receiver/Satellite Dish _____

EX Owned Leased _____

OS Water Heater(s) _____

NA Water Softener and/or Purifier _____

Owned Leased _____

NA Wood Burning Stove _____

OS Yard Light _____

OS Elec. Gas _____

NA Boat Dock, ID# _____

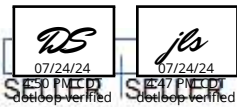
EX Other SUNROON WALL AC/HEATER _____

Other _____

Other _____

Other _____

Other _____



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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 NONE
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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.**
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401 *Darrell R Schmitz*
402 dotloop verified
403 07/24/24 4:50 PM CDT
404 GFGD-AAH6-AOP8-8LZ4
405 SELLER DATE

401 *Janice L Schmitz*
402 dotloop verified
403 07/24/24 4:47 PM CDT
404 QUAX-IMQV-VBPV-IPBM
405 SELLER DATE

406 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 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.
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