KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

SELLER: Housing Authority of Kansas City, MO

PROPERTY: 4505 E. 18th Street, Kansas City, MO 64127

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

Seller's Disclosure (Initial applicable lines)

a. EJ _____ **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** ***(check one below)***

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____.
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. EJ _____ **RECORDS AND REPORTS AVAILABLE TO THE SELLER:** ***(check one below)***

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____,
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial applicable lines)

c. _____ _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**

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

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

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Licensee's Acknowledgment: (initial)

f. _____ Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

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

Edwin Lowndes Executive Director	02/09/2017		
SELLER	**DATE**	**BUYER**	**DATE**
SELLER	**DATE**	**BUYER**	**DATE**
	2-9-17		
LICENSEE ASSISTING SELLER	DATE	LICENSEE ASSISTING BUYER	DATE

KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

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

SELLER: Housing Authority of Kansas City, MO

PROPERTY: 4505 E. 18th Street, Kansas City, MO 64127

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? Unknown How long have you owned? 30+
Does SELLER currently occupy the Property? ..... Yes☐ No☒
If "No", how long has it been since SELLER occupied the Property? Never 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☐
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? ..... Yes☐ No☐
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☐
d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes☐ No☐
e. Any flood insurance premiums that you pay? ..... Yes☐ No☐
f. Any need for flood insurance on the Property? ..... Yes☐ No☐
g. Any boundaries of the Property being marked in any way? ..... Yes☐ No☐
h. The Property having had a stake survey? ..... Yes☐ No☐
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? ..... Yes☐ No☐
j. Any fencing on the Property? ..... Yes☐ No☐
If "Yes", does fencing belong to the Property? ..... N/A☐ Yes☐ No☐
k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes☐ No☐
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes☐ No☐
m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes☐ No☐

If any of the answers in this section are "Yes", explain in detail or attach other documentation: _____

EJ

EJ		Initials	Initials	
SELLER	SELLER		BUYER	BUYER

5. ROOF.

a. Approximate Age: _____years ☐ Unknown Type: _____

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: _____

_____

_____

6. 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: _____

_____

_____

7. 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 piering 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 driveways, patios, decks, fences or retaining walls on the Property? ..... Yes☐ No☐

g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... Yes☐ No☐
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____

h. Does the Property have a sump pump? ..... Yes☐ No☐
If "Yes", location: _____

i. 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: _____

_____

_____

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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 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: _____

_____

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 "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 ☐ Cesspool ☐ Lagoon ☐ Other _____

f. The location of the sewer line clean out trap is: _____

g. Is there a sewage pump on the septic system?..... N/A☐ Yes☐ No☐

h. Is there a grinder pump system? ..... Yes☐ No☐

i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced?_____ By whom? _____

j. 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: _____

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. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A☐ Yes☐ No☐

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation:_____

_____

_____

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10. 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.					
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.					
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.						
2.						

e. Are you aware of any problems regarding these items? ..... Yes☐ No☐

If "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM.

a. Type of material used: ☐ Copper ☐ Aluminum ☐Unknown

b. Type of electrical panel(s): ☐ Breaker ☐ Fuse

Location of electrical panel(s): _____

Size of electrical panel (total amps), if known: _____

c. Are you aware of any problem with the electrical system? ..... Yes☐ No☐

If "Yes", explain in detail: _____

12. 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 testing for any of the above-listed items on the Property? ..... Yes☐ No☐

e. Any professional testing/mitigation for radon on the Property? ..... Yes☐ No☐

f. Any professional testing/mitigation for mold on the Property? ..... Yes☐ No☐

g. Any other environmental issues? ..... Yes☐ No☐

h. Any methamphetamine or controlled substances ever being used or manufactured on the Property? ..... Yes☐ No☐

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

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

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EL		Initials	Initials		
SELLER	SELLER			BUYER	BUYER

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

a. Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes☐ No☐
If "Yes", what is the amount? $_____

b. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ..... Yes☐ No☐

c. Any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes☐ No☐

d. Any condition or claim which may result in any change to assessments or fees? ..... Yes☐ No☐

e. Any streets that are privately owned? ..... Yes☐ No☐

f. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ..... Yes☐ No☐

g. The Property being subject to tax abatement? ..... Yes☐ No☐

h. The Property being subject to a right of first refusal? ..... Yes☐ No☐
If "Yes", number of days required for notice: _____

i. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes☐ No☐

j. Any violations of such covenants and restrictions? ..... N/A☐ Yes☐ No☐

k. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? ..... N/A☐ Yes☐ No☐
If "Yes", what is the amount? $_____

Homeowner's Association dues are paid in full until _____ in the amount of $_____ payable ☐yearly ☐semi-annually ☐monthly ☐quarterly, sent to _____ and such includes:_____

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

_____

_____

_____

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

_____

14. PREVIOUS INSPECTION REPORTS.

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

15. OTHER MATTERS. ARE YOU AWARE OF:

a. Any of the following?
☐Party walls ☐Common areas ☐ Easement Driveways ..... Yes☐ No☐

b. Any fire damage to the Property? ..... Yes☐ No☐

c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes☐ No☐

d. Any violations of laws or regulations affecting the Property? ..... Yes☐ No☐

e. Any other conditions that may materially affect the value or desirability of the Property? ..... Yes☐ No☐

f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes☐ No☐

g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes☐ No☐

h. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes☐ No☐
List locks without keys _____

i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes☐ No☐

j. Any unrecorded interests affecting the Property? ..... Yes☐ No☐

k. Anything that would interfere with giving clear title to the BUYER? ..... Yes☐ No☐

Ed

Ed		Initials	Initials	
SELLER	SELLER		BUYER	BUYER

l. Any existing or threatened legal action pertaining to the Property? ..... Yes☐ No☐
m. Any litigation or settlement pertaining to the Property? ..... Yes☐ No☐
n. Any added insulation since you have owned the Property? Yes☐ No☐
o. Having replaced any appliances that remain with the Property in the past five (5) years? ..... Yes☐ No☐
p. Any transferable warranties on the Property or any of its components? ..... Yes☐ No☐
q. Having made any insurance or other claims pertaining to the Property in the past five (5) years? ..... Yes☐ No☐
If "Yes", were repairs from claim(s) completed? ..... N/A☐ Yes☐ No☐
r. Any use of synthetic stucco on the Property? ..... Yes☐ No☐

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

_____

_____

_____

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

Electric Company Name: _____ Phone #_____
Gas Company Name: _____ Phone #_____
Water Company Name: _____ Phone #_____

17. 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 1a and 1b 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 1a and/or 1b, 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:

Bathroom mirrors
Fences
Fireplace grates, screens and/or glass doors (*if attached*)
Floor coverings *(if attached)*
Lighting and light fixtures
Mounted entertainment brackets
Other mirrors *(if attached)*
Plumbing equipment and fixtures
Shelving, racks and towel bars (*if attached*)
Storm windows, doors & screens
Window blinds, curtains, coverings and mounting components

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

"OS" = Operating and Staying with the Property (any item that is performing its intended function).

"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

"NA" = Not applicable (any item not present).

"NS" = Not staying with the Property (item should be identified as "NS" below.)

___Air Conditioning Window Units, #___
___Air Conditioning Central System
___Attic Fan
___Ceiling Fan(s), #___
___Central Vac and Attachments
___Doorbell
___Electric Air Cleaner or Purifier
___Exhaust Fan(s) – Baths
___Fences – Invisible & Controls
Fireplace(s), #_____

Location #1 _____	Location #2_____
___ Chimney	___ Chimney
___ Gas Logs	___ Gas Logs
___ Gas Starter	___ Gas Starter
___ Heat Re-circulator	___ Heat Re-circulator
___ Insert	___ Insert
___ Wood Burning Stove	___ Wood Burning Stove
___ Other	___ Other

___Fountain(s)
___Furnace/Heat Pump/Other Htg System
___Garage Door Keyless Entry
___Garage Door Opener(s), #___
___Garage Door Transmitter(s), #___
___Gas Yard Light
___Humidifier
___Intercom
___Jetted Tub
KITCHEN APPLIANCES
Cooking Unit
___Cooktop ___Elec. ___Gas
___Microwave Oven
___Oven
___Elec. ___Gas ___Convection
___Stove/Range
___Elec. ___Gas ___Convection
___Dishwasher
___Disposal
___Freezer
Location _____
___Icemaker
___Refrigerator (#1)
Location_____
___Refrigerator (#2)
Location _____
___Trash Compactor

___Laundry - Washer
___Laundry - Dryer
___Elec. ___Gas
MOUNTED ENTERTAINMENT EQUIPMENT
___ Item #1 _____
Location_____
___ Item #2 _____
Location_____
___ Item #3 _____
Location_____
___ Item #4 _____
Location_____
___Outside Cooking Unit
___Propane Tank
___Owned __Leased
___Security System
___Owned __Leased
___Smoke/Fire Detector(s), #___
___Spa/Hot Tub
___Spa/Sauna
___Spa Equipment
___Sprinkler System Auto Timer
___Sprinkler System Back Flow Valve
___Sprinkler System (Components & Controls)
___Statuary/Yard Art
___Sump Pump
___Swimming Pool
___Swimming Pool Heater
___Swimming Pool Equipment
___ TV Antenna/Receiver/Satellite Dish
__Owned __Leased
___Water Heater
___Water Softener and/or Purifier
__Owned __Leased
___Other _____
___Other _____
___Other _____
___Other _____
___Other _____
___Other_____
___Other _____
___Other _____
___Other _____
___Other _____
___Other _____

EJ

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SELLER SELLER BUYER BUYER

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

_____

_____

_____

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

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

Ed

Edwin Lowndes Executive Director 02/09/2017

SELLER **DATE** **SELLER** **DATE**

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER **DATE** **BUYER** **DATE**