Haven City Lot in Haven, KS Reno County

Information Packet 112 S. Kansas Ave. Haven, KS 67543

> In S5, T25, R4W

RESULTS REALTY RESULTS LAND CO

Limited Liability Company 620-465-3499 www.ResultsRE.com

TABLE OF CONTENTS

- Tract Information
- Agency Documents
- Aerial Map
- GIS Map
- Parcel Description
- Disclosure Statement
- Tax Information

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TRACT INFORMATION

Parcel: Haven City, 5-25-4W, 112 S. Kansas Ave, Haven, KS, 67543 Reno County, KS

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AGENCY: The Broker is acting as agent for the Seller only. In the event of any dispute after the sale, Results Realty/Land Co. auction/Realty's record of final sale shall be conclusive. All information and materials provided by Broker is subject to inspection by all appropriate parties and the Broker assumes no liability for its accuracy, errors, or omissions nor its agents, the Seller or its agents. **Prospective buyers should independently verify any information being materially relied upon in making a purchasing decision.**

Liquidate damages: If purchaser chooses not to close within the stated time herein and no written extension has been granted by the Seller, the Purchaser will forfeit all of the deposit. If such action occurs, Results Realty hereby has the right to disperse the deposit as stated in the listing agreement and the purchaser, has no claims to such money or property being sold. Liquidated damages are to cover cost of auction, cost incurred by seller, labor cost, and additional cost of auction as not defined in this agreement. These liquidated damages do not restrict the seller from suing the purchaser for performance damages and/or any additional damages the seller suffers by the default of the purchaser.

BUYER'S NOTE: Individual purchases are to be considered as singular transaction not contingent in the sale of the other properties or tracts. Results Realty & Results Land Co. reserves the right to offer the property in individual tracts, combination of tracts, as a whole or in anyway that we see fit in order for it to bring the most money for the owner. The sale of combinations supersedes the sale of individual tracts. <u>The decision of the Broker is final.</u> <u>Seller and Results Realty & Results Land Co., reserve the right to amend any terms and conditions prior to or during the auction.</u>

BUYER'S DUTY TO INSPECT: All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the seller, the broker, or any other person or entity. Personal on site inspection of all property by potential buyers is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any buyer to inspect, or to fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the county courthouse or any municipal office concerning subject properties. Any and all announcements made by the Broker take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the Property "As is, Where is" with no guarantee or warranty.

Results Realty & Results Land Co. are the agent of the seller and their fiduciary duties of loyalty and faithfulness are owed to their client (the Seller).



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NOTICE TO BIDDER

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed or implied, as to the accuracy or completeness of the information in this and other advertising materials shall be deemed made, and no legal commitment or obligation shall arise, by reason of this package or its contents.

This summary has been provided for the use of prospective bidders. Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

The property described is being sold in "AS-IS, WHERE-IS, WITH ALL FAULTS" condition. Neither Results Realty, the seller, not their respective agents make any express or implied warranties of any kind. This listing may be withdrawn and/or modified without notice at any time.

Results Realty are Kansas Licensed Real Estate Brokers acting as agents of the Seller.

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TERMS AND CONDITIONS OF SALE

ORDER OF SALE: Final order of sale to be provided prior to the auction.

RESTRICTIONS: Subject only to (1) all City, County, and state laws, ordinances and regulations and (2) any easements, encumbrances and restrictions applicable to the Property. Seller is placing no restrictions on the property.

UTILITIES: Results Realty, nor the seller, guarantees the availability of utilities, public or private. This consists of but is not limited to: wells, septic tanks, access to public utilities or any hook up fees therewith. Confirmation of utility availability is the bidder's sole responsibility.

TAXES: Seller shall pay taxes prorated to date of closing and all prior years. Purchaser shall pay taxes prorated after closing. Tax amount TBD.

POSSESSION: At Closing.

SURVEY: See enclosed.

TITLE/CLOSING COSTS: Seller and Purchaser shall share equally in the cost of title insurance and escrow closing.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND: The real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and unfiled mechanic's liens, if any, and all other matters of record taking priority, subject to the rights; if any, of tenants-in-possession, and further subject to all conditions announced at the sale; and confirmation of the seller. Announcements made day of auction take precedence over previously printed material and oral statements.

CLOSING: Buyer must close on the sale of property within 30 days of signed contract. TIME IS OF THE ESSENCE: The entire purchase price must be paid by cashier's or certified check or wired funds at closing. No purchase is contingent on financing. Buyer is entitled to a deed for property upon full payment. Buyers should have all tests and inspections completed prior to the date that the sealed bids are due. Only the Contract for Sale of Real Estate shall set forth Seller's obligations to the successful Bidder.

ADDITION OR WITHDRAWAL FROM SALE; CONDITION OF SALE: Property selling subject to motivated seller's confirmation. The Broker reserves the right to cancel the auction up to the time prior to the final due date of bidding. If a subsequent survey by the purchaser shows a greater or lesser number of acres or square footage this will not affect the purchase or purchase price.



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Boundary



The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or quaranties as to the completeness or acouracy thereof.



Reno County Property Data - 0782830504018007000

Print Close

9,730	d Value	Total Market Land Value	7													
Value Est 9.730	Dec Val V 0.50	0.50	Base Val 0.57	Base Size 14.000.00	Model 17	Cls	RD Rsn	OVRD	f2 Fact2	Fact1 Inf2	Inf1	Depth D-Fact	Eff FF	AC/SF 17.500	Type 1-Primarv Site - 1	Method Saft
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Run Date: 3/8/2017 9:11:57 AM

Bldg No. & Name: LBCS Structure Code:

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HAVEN FOODLINER

Units:

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PARTMENT DATA

Tax Year: 2017

Parcel ID: 078-283-05-0-40-18-007.00-0

Quick Ref: R32751

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GENERAL BUILDING INFORMATION

2232-Convenience store/mini-market



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

SELLER:	Doug Nech	
DATE:	1129118	
PROPERTY ADDRESS:	112 S. Kansas	

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully:
 - (2) Verify all the important information concerning the Property;
 - Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

AN SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

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2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1.	Approximate age of the Property: 58 Years	
2.	Appropriate date that SELLER acquired the Property: Oct 8, 2012	and the second
3.	Does the SELLER currently occupy the Property?	📉 Yes 🗌 No
	A. If No, has the SELLER ever occupied the Property?	🗌 Yes 🗌 No
4.	Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:	
	A. Mortgage payments?	🔀 Yes 🗌 No
	B. Property taxes?	📉 Yes 🗌 No
	C. Special assessments?	📉 Yes 🗌 No
	D. Other:	🔄 🛛 Yes 🗌 No
5.	What is the current zoning of the Property? Commercial	
6.	Are you aware of:	
	A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	📉 Yes 🔀 No
	B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property?	🗌 Yes 🔀 No
	C. Any violation of laws or regulations affecting the Property?	Yes 🕅 No

- C. Any violation of laws or regulations affecting the Property?
- D. Any existing or threatened legal action pertaining to the Property?
- E. Any litigation or settlement pertaining to the Property?
- F. Any current or future special assessments pertaining to the Property?
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property?
- H. Any other condition that may prevent you from completing the sale of the Property?

Yes 📉 No

Yes 🔀 No

Yes No

Yes 📉 No

Yes 📉 No

I. Any leases on the Property?

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J.	Any party currently in possession of the Property or a portion of the Property other than the SELLER?	🗌 Yes 🔀 No
К.	Any construction, landscaping or surveying done on the Property within the last six months?	🗌 Yes 🔀 No
L.	Any additions, alterations, repairs or structural modifications made without the necessary permits?	🗌 Yes 🔀 No
M	. Any nuisance or other problems originating within the general vicinity of the Property?	🗌 Yes 🔀 No
N	Any notices of nuisance abatement, citations or investigations regarding the Property?	🗌 Yes 🔀 No
0	Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?	🗌 Yes 🔀 No
Ρ.	Any public authority contemplating condemnation proceedings?	🗌 Yes 🗲 No
Q	. Any government rule limiting the future use of the Property other than existing zoning regulations?	🗌 Yes 🔀 No
R.	Any government plans or discussion of public projects that could lead to the formation of a special benefit	
	assessment district covering the Property or any portion of the Property?	🗌 Yes 🔀 No
S.	Any interest in all or part of the Property that has been reserved by the previous owner?	🗌 Yes 🔀 No
Т.	Any unrecorded interests affecting the Property?	🗌 Yes 🔀 No
U	Anything that would interfere in passing clear title to the BUYER?	🗌 Yes 🔀 No
V.	If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and exp	plain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1.	Have there been any leaking or other problems with the roof, flashing or rain gutters?	Yes 2
	A. If Yes, what was the date of the occurrence?:	-
2.	Have there been any repairs to the roof, flashing or rain gutters?	Yes 🖸
	A. If Yes, please provide the date of the repairs?:	
3.	Has there been any damage to the Property due to wind, fire or flood?	Yes [
4.	Are there any structural problems with the Property?	Yes [
5.	Is there any exposed wiring presently in any structures on the Property?	Yes
6.	Are there any windows or doors that leak or have broken seals?	Yes
7.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation?	Yes
	A. If Yes, is the Property currently under warranty?	Yes
	B. If Yes, please name the company here:	
8.	Have you ever experienced or are you aware of any:	
	A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?	Yes
	B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?	Yes
	C. Water leakage or dampness in the Property?	Yes
	D. Dry rot, wood rot or similar conditions on the wood of the Property?	Yes
	E. Problems with driveways, fences, patios or retaining walls on the Property?	Yes
	F. Any failure of the Property to comply with the Americans with Disabilities Act?	Yes

🗌 Yes 🔀 No

10. Additional Comments:

Part 5. LAND CONDITIONS:

1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	
	located in such as designated by the Federal Emergency Management Agency(FEMA)?	🗌 Yes 📐 No
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	🗌 Yes 📉 No
3.	Have any neighbors complained that the Property causes drainage problems?	🗌 Yes 🔀 No
4.	Is there fencing on the Property?	🗌 Yes 🔀 No
	If Yes, does the fencing belong to the Property?	Yes 🗌 No
5.	Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?	🗌 Yes 🔀 No
6.	Are there any features of the Property shared in common with adjoining landowners, such as walls, fences,	
	roads or driveways?	🗌 Yes 🕅 No
	If Yes, is the Property owner responsible for the maintenance of any such shared features?	Yes 🗌 No
7.	Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability	
	problems that have occurred on the Property or in the immediate vicinity of the Property?	🗌 Yes 💢 No

- 8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:
- 9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1.	What is the water source on the Property?	🔀 Public Water 🗌 Private Water 🗌 Well 🗌 Ciste	rn 🔄 Other 🔄 None
2.	Does the Property have any sewage facilities on a	or connected to it?	🗌 Yes 🔀 No
3.	Are you aware of any problems relating to the w	ater systems or sewage facilities on the Property?	🗌 Yes 📡 No
	If Yes, please explain:		

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1.	Is there electrical service connected to the Property?	🔀 Yes 🗌 No
2.	Does the Property have heating systems?	🔀 Yes 🗌 No
	A. If Yes, please specify: 🗌 Electrical 🗌 Fuel Oil 🕅 Natural Gas 🗌 Heat Pump 🗌 Propane 🗌 Other	
3.	Does the Property have air conditioning?	🔀 Yes 🗌 No
	A. If Yes, please specify: 🔀 Central Electric 🗌 Central Gas 🗌 Heat Pump	Window Unit(s)
4.	Does the Property have a water heater?	Yes 🗌 No
	A. If Yes, please specify:	🕅 Gas 🗌 Solar
5.	Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property?	🗌 Yes 📉 No
	If Yes, please explain:	

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1.	Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas,	
	radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)?	🗌 Yes 🔀 No
2.	Are you aware of any methamphetamine or other controlled substances being manufactured, stored or	
	used on the Property?	🗌 Yes 🔀 No
3.	Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls	
	(PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?	🗌 Yes 🔀 No
4.	Are you aware of any other environmental conditions on the Property?	🗌 Yes 🗹 No
5.	Have any other environmental inspections or tests been conducted on the Property?	🗌 Yes 📉 No
6.	Are you aware of any aboveground or underground storage tanks on this Property?	🗌 Yes 🔀 No
7.	If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain he	re:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

		NOT		NOT			NOT		NOT
		INCLUDED	WORKING	WORKING			INCLUDED	WORKING	WORKING
1.	Air conditioning – central system		\mathbf{X}		9.	Lawn sprinkler(s)			
2.	Air conditioning – window units				10.	Security gate(s)			
3.	Air purifier system				11.	Security system(s)			
4.	Dock leveler				12.	Smoke detector(s)			
5.	Elevator				13.	Wiring system			
6.	Exhaust fans – Bathrooms				14.	Other:			Π
7.	Fire alarm(s)				15.	Other:			
8.	Fire sprinkler(s)				16.	Other:			

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- 6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

SELLER'S SIGNATURE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

Commercial Property Disclosure Statement

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Print Current Tax Information

Туре		CAMA Num	ber				Tax Id	entific	ation			
RL		283 05 0 40	18 007 00 0	0 01			004-30	327				
Owner ID	NECHOO	001 NEC	H, DOUGLAS	S NECH, L	UCINDA							
Taxpayer ID	NECH00	001 NEC	H, DOUGLAS	S NECH, L	UCINDA							
112 S KANSAS							67543					
Subdivision	HAVEN CITY		Block	19	Lot(s)	35	Section	5	Township	25	Range	04
Tract 1 30327												
Year	Statement #	Line #	Warr	ant #	1st Ha	alf Due	2nd Half D)ue	Total Due*	1st	Half Paid	2nd Half Paid
2017	0133695	001			1,	840.21	1,840	.21	1,840.21		Yes	No
2017	0133695	002				215.00	215	.00	215.00		Yes	No

* - Does not include interest, penalties and fees.

For delinquent tax pay off amount contact Reno County Treasurer 206 W 1st Ave, Hutchinson, KS 67501, (620) 694-2938.