



# COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:  
April 2015

**SELLER:** Christopher R. Cole and Erin Cole

**DATE:** 03/21/2024

**PROPERTY ADDRESS:** 1320 S. Topeka Ave., Lyndon, KS 66451

## 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;
  - (3) 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 INDEMNIFICATION 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.

  
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.

**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: 53 Years
  2. Appropriate date that SELLER acquired the Property: March 4, 2022
  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
    - D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
    - E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
    - F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
    - G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
    - H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

## I. Any leases on the Property?

☐ Yes ☒ No

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

K. 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

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. 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

T. 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 explain here:

B: Deed Restriction / Fuel Sales  
 K: Replaced sections of parking lot

## W. Additional Comments:

**Part 4. STRUCTURAL CONDITIONS:**

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?: \_\_\_\_\_

2. Have there been any repairs to the roof, flashing or rain gutters?

☒ Yes ☐ NoA. If Yes, please provide the date of the repairs?: Roof and gutters replaced in 2023

3. Has there been any damage to the Property due to wind, fire or flood?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☒ Yes ☐ No

6. Are there any windows or doors that leak or have broken seals?

☒ Yes ☐ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☒ No

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 ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☒ Yes ☐ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☒ Yes ☐ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☒ Yes ☐ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

2: Roof and gutters replaced in 2023  
5: Electrical system is incomplete  
6: North windows have leaking seals  
8 C & D: N Windows

10. Additional Comments:

8E: Retaining wall is in need of repair.

Light fixtures on posts in parking area are not in working order. They are no longer wired to the building.

#### 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:

7: Fill dirt replaced void where fuel storage tanks and fuel pumps were removed

9. Additional Comments:

Recently replaced a large section of parking lot during fuel remedial project

#### Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☒ Yes ☐ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No

If Yes, please explain:

4. Additional Comments:

Plumbing is incomplete

## 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: ☐ Electric ☐ 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:

Gas, plumbing and HVAC systems are incomplete

## 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 here:

8: Soil was routinely tested with test wells, and was tested as part of the fuel remediation project

### 8. Additional Comments:

KDHA and EPA grant removed fuel storage tanks and contaminated soil in 2024.

## Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

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

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.**

*Christopher R. Cole*  
SELLER'S SIGNATURE  
dotloop verified  
04/15/24 1:43 PM CDT  
6EB2-R8FO-ZXF3-47QG  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE  
DATE

*Erin Cole*  
SELLER'S SIGNATURE  
dotloop verified  
05/15/24 12:23 PM CDT  
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