



**VACANT LAND  
SELLER'S DESCRIPTION OF THE PROPERTY**

Seller's Name(s): Henjo Trust

Property Address: 96th St Eddho & Ashland

*This is a good faith statement of condition of the Property as it is known by the Seller (not the Seller's agent(s)). It is not a warranty of the Property's condition. The Buyer is advised to inspect and make diligent inquiry about the Property's condition and to hire independent professionals to assist in such an evaluation.*

1. Are the boundary lines of your parcel marked in any way?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

2. Do you know of any encroachments, easements, shared driveways, party walls, or similar conditions that may affect title to the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

3. Has there ever been an environmental audit or assessment of the soil?  Yes  No  Unknown  
If yes, please describe/provide copies: \_\_\_\_\_

4. Has there ever been any hazardous substance or chemicals stored or spilled on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

5. Has the Property been tested for radon gas?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

6. Are you aware of any violations of other federal or state Environmental Protection Agency rules or regulations?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

7. Has a percolation test been performed on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

8. Do you know of any flooding, drainage, or grading problems on the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

9. Has the Property ever been designated as a wetland by any federal or state governmental agency or located on a federally designated flood plain?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

10. Do you know of any violations of local, state, or federal laws, building codes and/or zoning ordinances affecting the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

11. Are there currently any subsurface rights, mineral rights, natural oil or gas or other leases affecting the Property?  Yes  No  Unknown  
If yes, please describe: \_\_\_\_\_

**Property Address** \_\_\_\_\_

12. Is the Property currently valued for agricultural use by the county auditor or subject to any Agricultural Tax Recoupments (C.A.U.V.)?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

13. Do you know of any excessive settling, slippage, sliding, erosion, or other soil stability problems on the Property?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

14. Are there any improvements, including utility lines, to the Property?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

15. Has there been notice of any revaluation of the Property or change in the value or assessments during the last twelve months?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

16. Are there any property tax abatements or assessments on the Property?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

17. Are there any landfills or dumps (compacted or otherwise) in the neighborhood, on the Property or any portion thereof?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

18. Has there been major damage to the Property from fire, earthquake, flood, tornado, mine subsidence, or other event?  Yes  No  Unknown

If yes, please describe: \_\_\_\_\_

19. Are there or have there ever been any active, opened or closed natural gas or oil wells or underground storage tanks?  Yes  No

If yes, please describe: \_\_\_\_\_

Other:

The information contained herein is true and correct to the best of Seller's knowledge and, except as stated above, no material problems exist with respect to the Property as of the date below. Seller further agrees to notify the Buyer of any additional items which may become known prior to recording of the Deed. Seller hereby acknowledges receipt of this document.

*John D. Kraske* *7-17-19*  
SELLER DATE

*Juan M. Marsilio Truete* *7-17-19*  
SELLER DATE

Buyer hereby acknowledges receipt of the Seller's Description of the Property, consisting of two (2) pages. Buyer understands that this information is a description of the Property to the best of the Seller's knowledge and is not a warranty of any kind by Seller or Seller's agent. Buyer acknowledges that the information contained herein is not a substitute for Buyer's independent professional inspections. Buyer further acknowledges that the Realtors involved in this transaction made no representations that are inconsistent to the foregoing statements of the Seller.

BUYER DATE

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