## COMMERCIAL SELLER'S PROPERTY

CLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated: Way 2005



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.





## <u>MESSAGE TO THE SELLER:</u>

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

## **MESSAGE TO THE BUYER:**

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as environmental studies, area. (8) Obtain such other professional advice as you deem necessary.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

	A. OI	MANEKSH	<u>IP AND PROPERTY IDENTIFICATION</u>			
1.	THIS	DISCLOS	JRE CONCERNS THE FOLLOWING REAL PROPERTY:	PERSONAL PROPERTY OF THE PROPERTY OF THE PERSON NAMED OF THE PERSO		
2.	Addre	ss 191	20 E. Conper Stor Rd			
3.	City_	w.	des Jet , County WALAGE	, AZ, Zip		
4.				e Year Built	198-	and the second s
5.	Legal	Owner(s)	Tichael Kanamatheakus Date Purchase	$\frac{1}{2}$	· /	Andrew Marie
6.	Owner	r 🗌 Is	☑ Is not occupying property. Owner ☑ Has ☐ Has not occupied the F	roperty in th	ne past.	
		ROPERT			•	
7.	Off	fice 🔲 Ir	dustrial 🗌 Retail 🔲 Hotel/Motel/Resort 🔲 Multi-family 🔲 Other 🐧 😅	surrent	emetissiski kitotoonga olog ut astausise olog olog ka interes <sub>tione</sub>	
		ILITIES	P Reference Commonwealth Company	delination of the second second second		
8.	THEP	ROPERTY	IS SERVED BY THE FOLLOWING UTILITIES:	TO HE STREET, SECTION AND THE SECTION OF THE SECTIO		
	YES	NO	PROVIDER			
9.	区		Septic System			
10.	Linear Carterior	$\boxtimes$	Sewer			
11.	transmit transmit		Electric			
12.			Domestic Water   Public   Private	PPACADA AND AND AND AND AND AND AND AND AND		
13.	区		Well Registered  Yes  No If yes, Registration number:			
14.	Secretaria de la constanta de		If yes, complete and attach the Domestic Water Well/Water Use Addendum.			
15.	図		Fuel Supply  Natural Gas  Propane  Other:		Parameter and the second s	
16.			Garbage/Waste Collection			
17.	Company of the last of the las		Fire Protection 🔀 Public 🗌 Private	And the second s		
18.	Rencond		Telephone			
19.	[]	囚	rrigation			
20.		X	Cable TV Available			
21.			Satellite Dish . Avadoble			
22.	recensor .	Constant of	High Speed Internet Connection (Cable, T1, Fiber Optics, Etc.)	-		
23.		Catalogue 2	Other			
24. 25	Please	e describe	any other items concerning utilities			
25.	Emmorrando do car					
7	_		Commercial Seller's Property Disclosure Statement (SPDS)			
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maniputant	-	la una esperante de la compositione de	Page 1 of 4	BUYER	BUYER	e dana

	emolitica de la companya de la compa	ACCESS!	
26.	ARE	YOU AW	ARE OF ANY OF THE FOLLOWING AFFECTING ACCESS OR USE OF THE PROPERTY?
	YES	NO	
27.		图	Encroachments
28.		Ø	Access Easements
29.		<b>N</b>	Utility Easements
30.		Ø	Unrecorded Easements
31.		X	Reciprocal Easement Agreement
32.		X	Restrictions on Legal or Physical Access
33.	同	$\boxtimes$	Shared Use Agreements
34.			Use Permits
35.	Contraction of the Contraction o	X X	Deed Restricitions
	<u></u>		
36.		図	Shared Fences/Walls
37.	닠	図	Shared Driveways
38.	닐		Shared Signage
39.		図	Leased Parking
40.		凶	Grandfathered Uses
41.		囚囚	Association Agreements
42.		$oxed{\triangle}$	Covenants, Conditions and Restrictions (CC&R's)
43.			Other (describe)
44.	If the	e answer to	any of the preceding is yes, please explain. (Attach additional sheets if necessary).
45.	***************************************		y/.
46.		***	
	E C	OBEDITAR	
47			NCE WITH LAW/LEGAL MATTERS
47.	YES	YOU AWA NO	RE OF:
48.	П	Ø	Any legal actions such as condemnation, pending or anticipated, that affect the Property?
49.	[man]		Any tenant bankruptcy proceedings?
50.	Anv		f laws or regulations of the following:
51.			Zoning (
52.	r	Ø	Building Code UNANOUN
		닠	
53.	<u></u>		Occupational Safety and Health Administration (OSHA) いんいついい
54.		図	Utility Service
55.		図	Sanitary Health Regulations
56.		囚	Swimming Pools
57.		X	Covenants, Conditions and Restrictions (CC&R's)
58.			Americans With Disabilities Act (ADA) VN KN ONON
59.	If the	answer to	any of the preceding is yes, please explain and provide copies of any documentation you have pertaining to such
60.	matter	rs. (Attach	additional sheets if necessary).
61.	-		
62.			
			TUAL OBLIGATIONS
63.	ARE \	YOU AWA	RE OF ANY OF THE FOLLOWING CONTRACTUAL OBLIGATIONS AFFECTING THE PROPERTY?
C 4	YES	ON	
64.		X	Tenant Leases or Subleases
65.	Ц	$\square$	Alarm/Security System Agreements
66.		$\overline{\mathbf{Z}}$	Property Management Agreements
67.		Ø	Leased Equipment >>
			Commercial Seller's Property Disclosure Statement (SPDS)
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	January.	NO		
68.	닐		o and a series of the series o	
69.		М	Water Treatment Agreements	
70.	Caratherina Sections	N.	, , , , , , , , , , , , , , , , , , , ,	
71.		囚	Other Equipment or Service Contracts or Agreements (describe)	
72.	it the	ans	wer to any of the preceding is yes, please explain. (Attach additional sheets if necessary).	
73.	-	ZAIV/I	DAMBENITAL PACTORO	
74			RONMENTAL FACTORS	
, 4.	YES	NO	J AWARE OF ANY OF THE FOLLOWING ENVIRONMENTAL FACTORS AFFECTING THE PROPER	₹TY?
75.		凶	Hazards or hazardous materials on the Property, such as asbestos; chemicals used in	the manufacture of
76.			methamphetamine, LSD or Ecstasy; PCB transformers; dumps; pesticides; radon; oil or chemicals, no	w or in the nast?
77.		図	Fuel or insecticide storage tanks (above or underground) on the Property, now or in the past?	or in the past:
78.		区	Hazards or hazardous materials in close proximity to the Property, such as asbestos, dumps, pesticid	es radon oil
79.			chemicals or underground fuel storage tanks, now or in the past?	30, 100011, 011,
80.		区	Location within an area currently of environmental concern, e.g., Superfund, Water Quality Assurance Re	evolving Fund (WOARF)
81.			or Comprehensive Environmental Response Compensation and Liability Act (CERCLA) sites, etc.?	, , , , , , , , , , , , , , , , , , ,
82.		X)	Current or proposed noises, such as airports, freeways, or rail lines? Except I-I7	elitika da kata para da alam da keredakan kilipi da mana keliba da sabak kata barang ang paga
83.		Ø	Location within the vicinity of an airport (military, public or private)?	
84.		X	Area odors, nuisances or pollutants?	
85.		Ø	High voltage distribution towers or lines?	
86.		X	Soil settlement, expansion, fissures or erosion now or in the past?	
87. 88.			NOTICE TO BUYER: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH I	FISSURE MAPS TO
89.			ANY MEMBER OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND AT www.azre.gov.	ON ITS WEB SITE
90.		X	Situated on or near a sanitary landfill?	
91.		凶	Location in a flood plain/way?	
92.			Water-caused damage? Vがんしつい	
93.			Mold growth or conditions conducive to mold? じんにいひいい	
94.		図	Drywell (drainage)? If yes, Registration #	
95.	If the	ansv	wer to any of the preceding is yes, please explain and provide copies of any documentation you have	/e pertaining to such
90.	matte	rs. (A	Attach additional sheets if necessary).	postalining to oddin
97.	discourant discourant trains			
90. 99.	Desci	ine a	ny other known environmental factors that might affect the use or value of the Property	
	Buyer	s are	advised to obtain an independent environmental assessment of the Property.	NUTS-resident and resident projects between the control of the con
			RTS/STUDIES	
101.			IAVE ANY OF THE FOLLOWING ITEMS CONCERNING THE PROPERTY?	
	YES	NQ	THE PROPERTY	
102.		X	Soils Test Report	
103.			Land Survey	
104.		10000000	Flood Plain Report	
105.	THE RESERVE		Septic/Waste Disposal Reports/Certifications NOT GURGENT	
106.	X		Registrations of Wells	
107.			Any Environmental Site Assessments or Studies	
108.		-	Title Reports will Avovill	
109.			Other	
110.	If the	answ	ver to any of the preceding is yes, please explain and provide copies of any reports/studies you hav	e pertaining to such
177.	matte	rs. (A	ttach additional sheets if necessary).	ADMINISTRAÇÃO DE SE
112.				
		_	Commercial Seller's Property Disclosure Statement (SPDS) Updated: February 2008 • Copyright © 2008 Arizona Association of REALTORS®.	
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BUYER

	n	BAATPENIAL SILVALALA	
112	ADE.	MATERIAL PHYSICAL DEFECTS AND OTHER FAC	TORS
113.		E YOU AWARE OF:	
114.	CONTRACT	S NO	
115.	Parametra .	Any structural, electrical, plumbing or other modification	ns made without necessary permits?
	Same and	Any past or present roof leaks or other roof problems?	NOT WHEN KULDING OPE
116.	Lymna	LEJ Any past or present insect intestation problems?	•
117.	Services Services	Security lighting in parking and/or common areas?	reviously
118.	40ccmod	Any recorded and/or unrecorded liens against the Prop	erty?
119.	***************************************	An archeological site on the Property?	
120.	CONTRACTOR NA	The Property being located in a designated historical d	istrict?
121.	-	Any insurance claim submitted on the Property?	
122.		Any proposed land use changes relating to the adjacer	t or nearby Property, such as: new developments, zoning
123.		changes, or land trades? Maybe Hayace	t Lilvey
124.		Any other material items on the Property or improveme	nts and structures thereon that might affect the decision of a
125.		buyer to purchase/use the Property?	and the decision of a
126.		Any defects/problems with the heating, ventilating, air of	onditioning plumbing electrical fire safety security
127.		Any defects/problems with the heating, ventilating, air of or lighting systems? いいにいいい たい たい	Since 2010
128.	If the		rovide copies of any documentation you have pertaining to such
129.	matte	ers. (Attach additional sheets if necessary).	rovide copies of any documentation you have pertaining to such
			and the second of the second o
	- CONTRACTOR CONTRACTO		
132	nroce	ess the value of the Proporty or its use? Please and line	cerning the Property that might affect the Buyer's decision-making
133.		ess, the value of the Property, or its use? Please explain:	
	Contractions		
34.	SELL	ER CERTIFICATION: Seller certifies that the information	contained herein is true and complete to Seller's knowledge as
		e date signed. Seller agrees that any material changes in the ose of Escrow.	information contained herein will be disclosed by Seller to Buyer prior
	_		
37./	Uil	those Vapamitheetis 1/22/16	
	v SELLE	ers signature mordayr nchael topa wiethealers ers name printed	A SELLER'S SIGNATURE MO/DA/YR
38.	1 11		MO/DATE
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39.		R'S NAME PRINTED	
39. 40.			
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40. F 42. F 43. S 44. r 45. c 46. c 47. II 48. a	Its: Revier BUYE Seller's regard botain copy of f Buye agent(s	:    SELLER   SELLER	SELLER'S NAME PRINTED  MO/DAVYR  edges that the information contained herein is based only on the owledges that it is Buyer's obligation to investigate all material facts d to obtain property inspections by an independent third party and to ecessary. By signing below, Buyer hereby acknowledges receipt of a
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40. 41. F 42. E 43. S 44. r 45. c 47. l 48. a 49. <del>x</del> 50. <del>B</del> 51.	Ey: Its: Revier SUYE Seller's egard botain copy of Buye agent(seller's BUYER's	ER'S ACKNOWLEDGEMENT OF RECEIPT: Buyer acknowledge and is not a warranty of any kind. Buyer acknowleding the property to Buyer's satisfaction. Buyer is encourage to other independent professional counsel as Buyer deems not this Seller's Property Disclosure Statement.  Ber disapproves or is concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the country of the satisfy Buyer as to the satisfy Buyer as to the country of the satisfy Buyer as to the satisfaction of the satisfy Buyer as to the satisfaction of the sati	edges that the information contained herein is based only on the owledges that it is Buyer's obligation to investigate all material facts of to obtain property inspections by an independent third party and to excessary. By signing below, Buyer hereby acknowledges receipt of a sit is the Buyer's responsibility and not the responsibility of the broker(s) or andition of the Property within the Buyer's Due Diligence Period.  **BUYER'S SIGNATURE**  **BUYER'S NAME PRINTED*  BUYER'S NAME PRINTED*
40. 41. F 42. E 43. S 44. r 45. c 47. II 48. a 49. 7 551.	Its: Review BUYE Seller's regard botain copy of f Buye agent(s BUYER BY: Its:	ER'S ACKNOWLEDGEMENT OF RECEIPT: Buyer acknowledge and is not a warranty of any kind. Buyer acknowleding the property to Buyer's satisfaction. Buyer is encourage to other independent professional counsel as Buyer deems not this Seller's Property Disclosure Statement.  Ber disapproves or is concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate such items and to satisfy Buyer as to the concerned about any item in this disclosure, (s) to investigate and items are also a	edges that the information contained herein is based only on the owledges that it is Buyer's obligation to investigate all material facts of to obtain property inspections by an independent third party and to excessary. By signing below, Buyer hereby acknowledges receipt of a sit is the Buyer's responsibility and not the responsibility of the broker(s) or andition of the Property within the Buyer's Due Diligence Period.  **BUYER'S SIGNATURE**  **BUYER'S NAME PRINTED*  BUYER'S NAME PRINTED*
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