

## REAL ESTATE CONTRACT

This Contract is entered into by and between **City of Olathe**, a Kansas municipality ("Seller") and **Falco, LLC**, a Kansas limited liability company, or its assigns ("Buyer"). The "Effective Date" of this Contract is the last date upon which both Buyer and Seller have executed this Contract.

1. Purchase and Sale. Seller hereby agrees to sell and convey and Buyer agrees to purchase (a) the real property of approximately **1.0 acre**, and all fixtures and improvements thereon, located at **1114 E. Santa Fe Street, Olathe, Kansas**, as generally depicted on **Exhibit A**, together with all and singular the rights and appurtenances pertaining to the property, and all right, title and interest of Seller in and to adjacent streets, easements, and rights of way (collectively the "Land"), and (b) site plans, surveys, soil and substrata studies, environmental assessments/reports, architectural drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans or studies, that relate to the Land (all of the foregoing, collectively, the "Property"). The exact legal description of the Property shall be determined by the Title Commitment and confirmed by the Survey.

2. Purchase Price. The Purchase Price for the Property shall be **\$590,000.00**; provided, however, that if there are any common drives or private drives affecting the Property, the Purchase Price shall be reduced on a pro-rata square foot basis based on the square footage of the Property located within such common drives or private drives. The Purchase Price shall be paid as follows:

(a) Buyer agrees to deliver to and deposit with **Chicago Title Insurance Company, Attn: Randi Canon, 6700 College Blvd., Suite 300, Overland Park, Kansas 66211 (Randi.Canon@ctt.com)** ("Title Company") the amount of **\$10,000.00** as an earnest money deposit ("Deposit") within five (5) business days after the Effective Date. The Deposit shall be applied to the Purchase Price at Closing or delivered to the party entitled to receive it pursuant to the terms of this Contract.

(b) After application or return of the Deposit, the balance of the Purchase Price shall be paid in immediately available funds and delivered at Closing for the balance.

3. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

(b) There is no litigation pending against the Property, and to Seller's actual knowledge, there is no litigation threatened, which would affect the sale of the Property, including, without limitation, litigation pending or threatened against the Property, and the Seller has received no official notice of any litigation or governmental proceedings, including without limitation, condemnation proceedings, that would impair Seller's ability to perform its obligations under the Contract, and to complete the Closing hereunder.

(c) There is no right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Property. Other than matters shown in the Title Commitment, Seller is not a party to any agreements affecting the Property, including without limitation, maintenance or other service, and license agreements, that shall be binding on Buyer at Closing. Seller shall not enter into any such agreements without prior disclosure to Buyer of the parties to and the terms and conditions of such agreements and Buyer's written consent thereof. All such agreements are terminable and Seller shall terminate effective as of the date of Closing any such agreements so that exclusive possession shall be delivered to Buyer at Closing.

(d) No hazardous material is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of by Seller (or its contractors) on, under, or at the Property. Neither the Property nor any part of any improvements and equipment thereon contains any hazardous materials. Seller has not received any notice of any action or proceeding relating to any hazardous material or notice of any release or threatened release thereof on, under or at the Property or any notice contrary to the prior sentences. No underground or above-ground storage tanks are or have been located on the Property.

(e) Seller agrees that during the period between the Effective Date and the Closing: (i) Seller will manage or cause the Property to be managed in accordance with its past practices and in accordance with the restrictive covenants and declarations which encumber the Property; (ii) Seller will enter into no agreements with respect to the operation or maintenance of any portion of the Property, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned; (iii) Seller will maintain Seller's existing insurance coverage with respect to the Property from the date hereof through the date of Closing; (iv) Seller will not further encumber the Property in any manner; (v) Seller will perform when due all of Seller's obligations to be performed to and including the Closing Date or date of termination of this Contract, under the restrictive covenants and declarations and all other agreements affecting the Property; (vi) Seller shall not modify the Property or remove or authorize the removal of any significant personal property unless the same is replaced, prior to Closing, with similar items of at least equal suitability, quality and value; and (vii) Seller shall notify Buyer promptly of any notice of code violations, litigation, arbitration or administrative hearing concerning or affect any part of the Property.

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY DOCUMENTS EXECUTED BY SELLER AND DELIVERED TO BUYER AT CLOSING, BUYER IS PURCHASING THE PROPERTY AS-IS AND WHERE-IS AND WITHOUT REPRESENTATION OR WARRANTY.

4. Diligence Documents.

(a) Within **ten (10) days** after the Effective Date, Seller shall deliver to Buyer the following documents and information to the extent in Seller's possession or control ("Information"): All items listed on **Exhibit B**. Any delays in providing the Information within ten (10) days after the Effective Date will extend the Due Diligence Period on a day for day basis.

(b) Within **ten (10) days** after the Effective Date, Seller shall obtain and deliver to Buyer, at Seller's expense, an ALTA title insurance commitment (together with legible copies of all exception documents) from the Title Company ("Title Commitment"). The Title Commitment shall be for an ALTA extended owner's policy in a form acceptable to Buyer, shall be dated within thirty days of the Effective Date, and shall commit to insure a marketable fee simple title in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein, in the Buyer upon the recording of the deed.

(c) Buyer may, at Buyer's expense, obtain an ALTA Survey ("Survey") of the Property, prepared by a licensed surveyor acceptable to Buyer and certified to Buyer and the Title Company incorporating the Title Commitment. The Survey may (i) plat and identify all easements, boundaries, restrictions, set-backs, utilities, parking, buildings, improvements, driveways, streets, rights of way, and curb cuts, (ii) show thereon a legal description of the Property, (iii) show the square footage of the Property, including the square footage of any portion of the Property located within common drives or private drives, (iv) be made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by American Land Title Association (ALTA) and the National Society of Professional Surveyors (NSPS) in 2021, and include items 1, 2, 3, 4, 6(a), 7, 8, 9, 11(b), 13, 16, 17, 18, and 19 (\$1,000,000) listed on Table A, and (v) otherwise be

in sufficient detail to allow the Title Company to remove the standard exceptions for surveys in the Title Policy to be issued pursuant to the Title Commitment as to the Property.

(d) Buyer may, at Buyer's expense, obtain an environmental report or update Seller's existing environmental report, and such other reports and studies as Buyer desires ("Reports").

(e) Buyer may contact and discuss the Property, this Contract and Buyer's intended plans for the Property with any governmental authority having jurisdiction over the Property and any third parties with any interest in the Property. Buyer may fully entitle the Property, including rezoning and subdivision, and enter into agreements with any governmental authorities pertaining to the Property, and will be responsible for all costs associated with obtaining all such entitlements. Seller shall reasonably cooperate with all such efforts by Buyer, including promptly responding to Buyer's requests for information, executing applications and entitlement documents, and entering into reasonable easements benefiting the Property over Seller's adjacent property for utilities and vehicular access drives which will be memorialized on an amended subdivision plat of the Property.

5. Title Insurance. Buyer shall deliver to Seller its written objections to any matters shown or indicated in the Title Commitment or the Survey prior to expiration of the Due Diligence Period (as extended). Items not objected to in a timely manner shall be deemed "Permitted Exceptions" (defined hereafter). In the event Seller is unable or unwilling to cure or remove such objections to Buyer's reasonable satisfaction, Buyer may, at its option, terminate this Contract and receive a full refund of the Deposit, or waive its objections and proceed to Closing. Effective as of the date and time of recording of the Deed, there shall be issued to Buyer by the Title Company, an extended ALTA Owner's Title Insurance Policy ("Title Policy") in the amount of the Purchase Price. The Title Policy shall insure good and marketable fee simple title to the Property in Buyer as of the date the deed is recorded. The Title Policy shall contain as exceptions to title only those matters approved or waived by Buyer ("Permitted Exceptions") and having such affirmative endorsements as Buyer may request. The costs and expenses of the Title Commitment and the Title Policy shall be paid by Seller. Whether or not Buyer objects to the same, Seller shall take such action as necessary to remove all standard non-survey title exceptions and all mortgages and financing documents and monetary encumbrances from the Title Policy, and Seller shall use commercially reasonable efforts to cure all other objections.

6. Due Diligence Period. Buyer shall have **ninety (90) days** after the latest of the Effective Date, Buyer's receipt of all of the Information, Seller's completion of the Development Obligations (as set forth in Paragraph 18.(a).), and Buyer's receipt of the Title Commitment ("Due Diligence Period") to perform and complete all inspections, investigations and due diligence (all at Buyer's sole cost) and to determine whether to purchase the Property. Notwithstanding the foregoing, Buyer shall have the right to extend the Due Diligence Period for **two (2)** additional periods of **sixty (60) days** each by providing written notice to Seller prior to expiration of the then-current Due Diligence Period, in which event Buyer shall deposit with the Title Company an additional earnest money deposit of **\$10,000** ("Additional Deposit") for each such extension, which Additional Deposits shall be part of the Deposit upon payment for all purposes and applicable to the Purchase Price at Closing, but shall be non-refundable in the event Buyer terminates this Contract pursuant to this Section 6. Buyer may, at its option, terminate this Contract for any or no reason by written notice to Seller given at any time at or before 5:00 p.m. (Central Time) on the last day of the Due Diligence Period, as may be extended, in which event the entire Deposit shall be refunded to Buyer, except that any Additional Deposit paid shall be released to Seller.

7. Additional Conditions. Buyer's obligation to purchase the Property and pay the Purchase Price is expressly conditioned upon the following conditions precedent ("Additional Conditions") being in effect or complied with on the Closing Date or otherwise waived by Buyer:

(a) Except for the completion of the Development Obligations, there are no material alterations or changes to the condition of the Property.

(b) All of Seller's representations and warranties set forth herein are true and correct in

all material respects.

- (c) Seller is not in default of any of Seller's material obligations under this Contract.
- (d) Seller has, at its own expense, removed any and all monetary liens on the Property.
- (e) Seller has substantially satisfied the Development Obligations, except for minor punch-list items, and delivered written notice to Buyer thereof, including reasonably satisfactory evidence of such completion and payment in full of (and final and unconditional mechanic lien waivers from) all persons supplying labor or materials for such Development Obligations (the "Development Completion Evidence").
- (f) The Property shall have satisfactory legal vehicular access to a public street.
- (g) The Title Company has irrevocably committed to issue the Title Policy to Buyer in the form contemplated herein and subject only to the Permitted Exceptions.
- (h) Seller has granted the Property, its owners and tenants, an exemption from sales taxes on all construction-related materials purchased in the City of Olathe for construction of the site and all improvements to the Property (as more particularly described in Paragraph 18 (b), below).

In the event the Additional Conditions are not satisfied as of the Closing Date, Buyer may, in addition to any other rights or remedies herein with regard to a Seller default, (i) extend the Closing Date until such Additional Conditions are satisfied, and/or (ii) terminate this Contract by written notice to Seller, in which event the Deposit (including the Additional Deposit(s)) shall be returned to Buyer, and neither party shall have any further liability or obligation hereunder, except as expressly survives termination of this Contract.

8. Closing. This Contract shall close on the date that is **thirty (30) days** following expiration of the Due Diligence Period (as extended) ("Closing Date"), subject to extension as provided herein. The Closing shall occur in escrow at the Title Company, but may be completed by remote delivery of all closing items. Seller and Buyer shall equally share all escrow fees and closing costs but Seller shall be fully responsible for all fees and expenses in connection with recording any closing documents, and Buyer shall be responsible for any transfer fees. Each party shall be responsible for and shall pay for its own legal fees. At Closing:

- (a) Seller shall deliver to Buyer the following:
  - (i) A General Warranty Deed in form acceptable to Buyer and Seller duly executed and acknowledged by Seller, conveying fee simple title to Buyer subject only to the Permitted Exceptions.
  - (ii) Possession of the Property subject only to the Permitted Exceptions.
  - (iii) Standard owner's title and mechanic's lien affidavit of Seller duly executed and acknowledged by Seller.
  - (iv) The FIRPTA Tax Affidavit.
  - (v) A Seller's Certificate certifying to Buyer that Seller's representations and warranties contained herein remain true and correct on the Closing Date.
  - (vi) All transfer affidavits and disclosures required by law.
  - (vii) Such other documents as are described in other provisions in this Contract.
- (b) Buyer shall deliver to Seller the following:

(i) The consideration required pursuant to Section 2 above, in cash or by wire transfer, certified, or cashier's check in U.S. funds available immediately to Seller.

(ii) Such other documents as are described in other provisions in this Contract.

9. Entry on Property. Buyer, its agents, employees, and representatives, are hereby granted the right to immediately enter on all or any portion of the Property for the purpose of making any structural, mechanical, engineering, geological, ecological, environmental, soil, surveying, appraisal, or other inspections, tests, or work as Buyer, in its discretion, may deem necessary or appropriate. Buyer agrees to indemnify and hold Seller harmless for all liabilities, damages and claims arising out of injury to persons or property as a result of Buyer's inspection and such indemnification shall survive closing. Buyer shall provide Seller with prior notice prior to any entry on the Property.

10. Prorations and Taxes. Seller shall be responsible for all taxes, installments of special assessments, and any other charges and shall receive all income for any period prior to the date of Closing, and Buyer shall be responsible for all taxes, installments of special assessments, and any other charges and shall receive all income for any period on or after the date of Closing, in accordance with local custom and practice. In the event that the most recent tax bill for the Property includes a larger tax parcel, for purposes of prorating taxes, no portion of such taxes attributable to buildings or improvements shall be considered, and the parties will pro-rate the portion of taxes attributable to land only based on a fraction the numerator of which is the square footage of the Property and the denominator of which is the square footage of the entire tax parcel. The parties agree to make a good faith and equitable allocation of all pro-rations at least three (3) days prior to Closing, and such allocation shall be reflected on the closing statement to be agreed upon and signed by the parties at Closing.

11. Notices. All notices, deliveries or other communications required or permitted to be given hereunder shall be in writing and shall be either (a) hand delivered, (b) mailed by registered or certified mail, postage prepaid, (c) sent by overnight delivery service, to the following addresses or (d) sent by email to the email address set forth below. Buyer may send its notice of termination by e-mail as long as followed up the next business day by another acceptable means of communication. Notice shall be deemed given when received by the receiving party.

To Buyer:                      Falco, LLC  
   Attn: Brandon Haverty  
   5929 Beverly Avenue  
   Mission, Kansas 66202  
   Email: [bhaverty@recorproperties.com](mailto:bhaverty@recorproperties.com)

With copy to:                Michael J. Book, Esq.  
   Duggan Shadwick Doerr & Kurlbaum LLC  
   9101 W. 110<sup>th</sup> Street, Suite 200  
   Overland Park, KS 66210  
   Email: [mbook@dsdklaw.com](mailto:mbook@dsdklaw.com)

To Seller:                      City of Olathe  
   100 East Santa Fe Street  
   Olathe, Kansas 66061  
   Attn: Ron Shaver  
   Email: [rshaver@olatheks.org](mailto:rshaver@olatheks.org)

12. Brokers; Disclosure; Waiver.

(a) The parties each represent and warrant to the other that no real estate broker,

salesman or finder has been involved in this transaction, except for **Chad LaSala of NAI Heartland** ("Buyer's Broker") representing the Buyer. If this transaction closes, at Closing, Seller shall pay a commission equal to **three percent (3%)** of the Purchase Price to Buyer's Broker. If any other claim for brokerage fees in connection with this transaction is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the parties hereto, such party shall indemnify, defend and hold harmless the other party hereunder from and against all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage fees.

(b) CERTAIN PRINCIPALS OF BUYER OR BUYER'S ASSIGNEE INVOLVED IN THIS TRANSACTION ARE LICENSED REAL ESTATE BROKERS/AGENTS.

13. Risk of Loss. All risk of loss shall be borne by Seller until Closing. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, or actual or threatened taking or condemnation, then in any such event Buyer may at its option terminate this Contract by notice to Seller within twenty (20) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and the Deposit shall be returned to Buyer. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award.

14. Default and Remedies. If Seller defaults hereunder at any time prior to Closing, Buyer may (a) terminate this Contract by written notice delivered to Seller at or prior to the Closing, whereupon the Deposit shall be immediately returned to Buyer, and Seller shall be responsible for payment of Buyer's out of pocket expenses incurred in connection with this Contract, Buyer's leasing activities, the Property and due diligence up to the date of termination; or (b) pursue an action for specific performance against Seller. The foregoing remedies are Buyer's sole and exclusive remedies for any Seller breach prior to Closing; provided, however, that if Seller's breach is due to willful or intentional refusal or failure to close, Buyer shall have all rights and remedies available at law or in equity. If Buyer defaults hereunder, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Contract by notice to Buyer and retain Buyer's Deposit, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default. If either Buyer or Seller obtains a judgment against the other party in connection with the enforcement of this Contract, reasonable attorney's fees incurred by the prevailing party, as fixed by the court, shall be included in such judgment and paid by the non-prevailing party.

15. Exchange. Each party hereby consents to the other party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other party, at no cost to the cooperating party, including the execution of any standard notices and consent forms required or permitted by law. The parties acknowledge and agree that assigning its rights to a third party intermediary for purposes of effecting the exchange shall not release such party of its obligations hereunder.

16. Exclusivity. Seller agrees that, as of the date of this Contract until the Closing or termination of this Contract, neither Seller nor any of its representatives shall negotiate or enter into any agreement with any person or entity in connection with the sale or lease of the Property.

17. Confidentiality. Seller and Buyer agree that the general terms of this transaction shall not be disclosed to anyone except, on a confidential basis, those employees, attorneys or consultants of the Seller or Buyer, which require such information and have a direct involvement with approval or completion of this transaction. Notwithstanding the foregoing, Seller acknowledges that Buyer may disclose Buyer's involvement with this transaction, and necessary details about the Property, to Buyer's prospective tenant as well as any government authorities or third parties from whom Buyer is seeking approvals or permits, and Buyer acknowledges that Seller may be required to disclose this Contract in order to comply with a valid request for open records made in accordance with the Kansas Open Records Act (K.S.A. 45-215 et seq.).

18. Development Obligations. Seller shall, at Seller's sole cost and expense and prior to the Closing Date, perform and complete the following development obligations ("Development Obligations"):

(a) The Property shall be a fully-developed commercial rough graded lot in compliance with the following requirements:

(i) All access roads within the development outside of the Property but providing access to the Property have been fully constructed, curbed and guttered, in compliance with city standards and providing full vehicular and pedestrian access to and from the Property and E. Santa Fe Street, and the Property is benefited by permanent easements for vehicular and pedestrian access over all of such access roads, with the location and extent of all such access points and easements determined during the development review process for Buyer's development of the Property;

(ii) All utilities, including electricity, gas, water, telephone, cable/optic fiber data, and sanitary sewer are available at the boundaries of the Property and adjacent public right-of-way and easements in capacities sufficient for typical commercial, medical office, retail and restaurant use, subject to modification and dedication of permanent easements for all such utilities either by plat or separate easement agreement by Buyer, with such easement locations to be determined by Buyer during the development review process for Buyer's development of the Property;

(iii) The building has been demolished, all vegetation has been removed, and the Property is rough graded according to rough grading plans and specifications provided to Buyer within 60 days after the Effective Date;

(iv) All storm water detention shall be available off-site (such that Buyer shall not have to construct on-site above or below ground storm water facilities) in sufficient capacity for the entire development, and shall be fully constructed, with storm sewers stubbed within the boundaries of the Property in sufficient capacity to serve the Property and benefited by perpetual easement for such storm sewers and off-site detention either by plat or separate easement agreement;

(v) The Property is a legally subdivided parcel and separate tax parcel replatted by the City as a separate tract of land from surrounding property remaining under the City's ownership after the Closing Date;

(vi) Identification, remediation and removal of all hazardous substances in or on the Property discovered by a Phase I and II environmental survey in satisfaction of any title insurance needs identified by the Title Company.

(b) Seller shall grant the Property, its owners and tenants, an exemption from sales taxes on all construction-related materials purchased in the City of Olathe for construction of the site and all improvements to the Property. To effectuate such exemption, Buyer will prepare and file an application for the issuance of industrial revenue bonds with the City, and the City will process such application in accordance with Kansas law and City Council Policy F-5. Buyer will pay all fees associated with making such application to the City.

(c) In the event that the Development Obligations are not completed by the Closing Date, in addition to all other remedies available to Buyer pursuant to this Contract, at law or in equity,

Buyer may extend the Closing Date until the Development Obligations are complete and Seller has delivered to Buyer the Development Completion Evidence required in this Contract

19. Miscellaneous. The parties agree to the following terms and provisions:

(a) All the parties to this Contract have participated fully in the negotiation and preparation hereof; and accordingly, this Contract shall not be more strictly construed against any one of the parties hereto. In the event any term or provision of this Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.

(b) In construing this Contract, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

(c) All exhibits attached hereto are incorporated in, and made a part of, this Contract. This Contract constitutes the entire understanding and agreement between the parties, and there are no understandings, agreements, representations or warranties except as specifically set forth herein.

(d) This Contract may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement such change would be sought.

(e) This Contract shall be binding upon the parties hereto and their respective successors and assigns. Buyer may assign its rights in this Contract to a third party affiliated with Buyer. In the event Buyer assigns this Contract to another party, Buyer shall remain obligated to perform its obligations hereunder.

(f) Time is of the essence of this Contract.

(g) All obligations hereunder which by their nature or by any provision of this Contract involve performance after the Closing Date, shall survive the Closing and delivery of the Deed.

(h) If any critical date for performance falls on a Saturday, Sunday or federal legal holiday, the date for performance shall be deemed to be the immediately following business day.

(i) This Contract may be executed in multiple counterparts, which may be exchanged by facsimile or electronic transmission.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have set their hands on the dates shown below. The last date below shall be the "Effective Date."

Falco, LLC

City of Olathe

DocuSigned by:  
*Brandon Haverty*  
By \_\_\_\_\_  
99605EA716D94FB...  
Brandon Haverty, Member

By \_\_\_\_\_  
John W. Bacon  
Mayor

Date: 4/23/2025, 2025

Date: \_\_\_\_\_, 2025

**Exhibit A**  
**Depiction of Property (TO BE DETERMINED AND MEMORIALIZED BY A NEW SUBDIVISION PLAT**  
**AND SURVEY)**



**Exhibit B**  
**Seller's Information**

- a. Current copy of Seller's ALTA survey and certificates of occupancy;
- b. Copies of any and all leases or license agreements relating to the Property, including any modifications, supplements, or amendments to the leases; lease abstracts, all current tenant negotiations, current leasing brochure;
- c. Copies of all previous engineering and environmental assessments, studies, or analyses relating to the Property; including Phase I, Phase II or other Environmental reports;
- d. Property Tax Statement for the last 2 years;
- e. All information regarding any special assessments now levied or to be levied by any governmental agency.