

Reference Lot 6 Grand Pointe Island - Mitch's Greenthumb



MISSOURI ASSOCIATION OF REALTORS®

Farm or Vacant Land or Lot Disclosure Statement

This document has legal consequences. If you do not understand it, consult your attorney.

1 The following is a disclosure statement made by Seller concerning the following Property (the "Property"):

2 3440N16W Porto Cima Mo 65079 Camden
3 **Section Township Range City State Zip Code County**

4 This disclosure statement may assist a Buyer in evaluating the Property, but it is not a warranty of any kind by
5 Seller or any broker or licensee in this transaction, and is not a substitute for any inspection or warranties a Buyer
6 may wish to obtain. Real estate brokers and licensees involved in the sale do not inspect the Property for defects
7 or guarantees the accuracy of the information provided in this form.

8 **TO THE SELLER:** Please complete the following form, including past history or problems if known. Do not leave
9 any spaces blank. If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in
10 the blank. The following are representations made by the Seller and are not representations of any broker or
11 licensee. Complete and truthful disclosure of the history and condition of the Property gives you the best
12 protection against future charges that you violated a legal disclosure obligation to a Buyer. Your answers or the
13 answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This
14 questionnaire should help you meet your disclosure obligations, but it may not cover all aspects of the Property. If
15 you know of or suspect some condition which may negatively affect the value of the Property or impair the health
16 or safety of future occupants (e.g., environmental hazards, physical condition or material defects in the Property
17 or title thereto), then you may use the space at the end of this form to further describe that condition and/or attach
18 additional pages if additional space is required.

19 **TO THE BUYER:** Since these disclosures are based on the Seller's knowledge, you cannot be sure that there
20 are, in fact, no problems with the Property simply because the Seller is not aware of them. The answers given by
21 the Seller are not warranties of the condition of the Property. Thus, you may want to condition your offer on a
22 professional inspection(s) of the Property. Conditions of the Property that you can see on a reasonable
23 inspection and/or that are disclosed herein should either be taken into account in the purchase price or you
24 should make the correction of these conditions by the Seller a requirement of the sale contract. **IF YOU SIGN A**
25 **SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS DISCLOSURE**
26 **STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT CERTAIN**
27 **ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE SALE**
28 **CONTRACT.**

29 A. SURVEY, EASEMENTS, FLOODING

- 30 (1) When did you purchase the land? 2004-5
31 (2) Has the land been surveyed? ☒ Yes ☐ No
32 Year surveyed _____
33 (3) What company or person performed the survey? _____ Phone _____
34 Name _____
35 Address _____
36 (4) If this is platted land, has a certificate of survey been completed? ☐ Yes ☐ No
37 If "Yes," by whom? _____ When? _____
38 (5) Has the plat been recorded in the land records? ☒ Yes ☐ No
39 If "Yes," Plat Book # _____ Page # _____

40 To the best of your knowledge:

- 41 (6) Are there any encroachments or boundary line disputes? ☐ Yes ☒ No
42 (7) Are there any easements other than utility or drainage easements? ☒ Yes ☐ No
43 (8) Is the Property in a designated 100 year flood plain or wetlands area? ☐ Yes ☒ No
44 (9) Has there ever been a flood or other disaster at the Property? ☐ Yes ☒ No
45 (10) Have there ever been drainage problems affecting the Property or adjacent properties? ☐ Yes ☒ No
46 (11) Give the details if any of questions 6 through 9 are answered "Yes."
47

48 B. USE RESTRICTIONS. To the best of your knowledge:

- 49 (1) Do any of the following types of covenants, conditions, or restrictions affect the land:
50 a. Subdivision or other recorded covenants, conditions, or restrictions? ☐ Yes ☒ No
51 b. A right of first refusal to purchase? ☐ Yes ☒ No
52 c. Variances, special use permits, or other zoning restrictions specific
53 to this Property? ☐ Yes ☒ No

DSG-8020

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- 54 (2) If any of the above questions (B1) are answered "Yes," do you have written copies of
55 these covenants, conditions or restrictions? ☐ Yes ☒ No
56 If "Yes," describe: _____
- 57 (3) Have you ever received notice from any person or authority as to any breach of any of
58 these covenants, conditions or restrictions? ☐ Yes ☒ No
59 If "Yes," describe: _____
- 60 C. CONDITION OF THE PROPERTY. To the best of your knowledge:
- 61 (1) Are there any structures, improvements, or personal property included in the sale ☐ Yes ☒ No
62 If "Yes," list all items: _____
63 Are there any problems or defects with any of these items? ☐ Yes ☒ No
64 If "Yes," describe all problems or defects: _____
- 65 (2) Are there any operating or abandoned oil wells, buried storage tanks, or buried debris or
66 waste on the Property? ☐ Yes ☒ No
67 If "Yes," give details: _____
- 68 (3) Is there any hazardous or toxic substance in or on this Property or any adjacent property
69 (including but not limited to mold or lead in the soils)? ☐ Yes ☒ No
70 If "Yes," give details: _____
- 71 (4) Have any soil tests been performed? ☐ Yes ☒ No
72 If "Yes," When? _____ By Whom? _____
73 Results: _____
- 74 (5) Does the Property have any fill or uncompacted soils? ☐ Yes ☒ No
75 If "Yes," describe location and depth: _____
- 76 (6) Are there any settling or soil movement problems on this Property or any adjacent property? ☐ Yes ☒ No
77 If "Yes," give details: _____
- 78 (7) Is there a large-scale infestation, rot or disease in the trees on the Property? ☐ Yes ☒ No
79 If "Yes," give details: _____
- 80 D. UTILITIES. To the best of your knowledge:
- 81 (1) Have any percolation tests been performed? ☐ Yes ☒ No
82 If "Yes," When? _____ By Whom? _____
83 Results: _____
84 (2) Are any of the following presently existing within the Property?
- 85 a. Connection to public water? ☒ Yes ☐ No d. A water well? ☐ Yes ☒ No
86 b. Connection to public sewer? ☒ Yes ☐ No e. Septic tank? ☐ Yes ☒ No
87 c. Connection to private water system off Property? ☐ Yes ☐ No f. Connection to electric utility? ☒ Yes ☐ No
88 g. Connection to natural gas service? ☐ Yes ☒ No
- 89 (3) Are any of the following existing at the boundary of the Property?
- 90 a. Public water system access? ☒ Yes ☐ No d. Natural gas access? ☐ Yes ☒ No
91 b. Private water system access? ☒ Yes ☐ No e. Telephone system access? ☒ Yes ☐ No
92 c. Electric service access? ☒ Yes ☐ No
- 93 (4) Have any utility access charges been paid? ☐ Yes ☐ No
94 If "Yes," which charges have been paid? _____
- 95 E. FEDERAL/STATE/LOCAL FARM PROGRAMS
- 96 (1) CRP (Conservation Reserve Program) Was Property enrolled in CRP? ☐ Yes ☒ No
97 If "Yes," complete the following:
98 _____ total acres put in CRP _____ last year of participation
99 _____ per acre bid in _____ enrollment year _____ annual payment
- 100 (2) WRP (Wetlands Reserve Program) was Property enrolled in WRP? ☐ Yes ☒ No
101 If "Yes," complete the following:
102 _____ total acres put in WRP _____ last year of participation
103 _____ per acre bid in _____ enrollment year _____ annual payment
- 104 (3) DCP (Direct and Counter-cyclical Payment Program) or ACRE Program.
105 Was Property enrolled in DCP? ☐ Yes ☐ No Was Property enrolled in ACRE Program? ☐ Yes ☒ No
106 If "Yes," what is the total annual payment? \$ _____
- 107 (4) CSP (Cost Share Program) (usually a 10-year program).
108 Is the Property currently participating in any CSP? ☐ Yes ☒ No
109 If "Yes," check applicable boxes: _____ Soil/Water _____ Terracing _____ Seeding
110 (Cost Share Program must be maintained or the original owner can be fined.)
111 Other Programs (please identify any other federal, state or local farm loan, price support or subsidy
112 programs in which the Property currently participates): _____
113

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114 F. Leasehold/Tenant Rights (Include Farming, Gas And Oil Leases, etc.):

115 (Check and complete applicable box(es)).

116 (a) Are there leasehold interests or tenant rights in the Property? ☐ Yes ☒ No

117 If yes, please complete the following:

118 Lessee/Tenant is: _____

119 Rent is: _____

120 Agreement between Seller and lessee ends on or before _____

121 ☐ Copy of Lease is attached.

122 (b) Are there any farming or crop-share agreement rights in the Property? ☐ Yes ☒ No

123 If yes, please complete the following:

124 Tenant/Farmer is: _____

125 Split or Rent is: _____

126 Agreement between Seller and Tenant ends on or before _____

127 ☐ Copy of Agreement is attached.

128 (c) Are there additional leasehold interest or tenant rights? (Attach description, if so). ☐ Yes ☒ No

130 G. OTHER MATTERS

131 (1) Are you aware that the Property is or was used as a site for methamphetamine production
132 or the place of residence of a person convicted of a crime involving any controlled substance
133 related thereto? ☐ Yes ☒ No

134 If "Yes," MAR Form DSC-5000 must be filled out in conjunction with this form.

135 (2) Is there anything else that may materially and adversely affect the value or desirability of
136 Property, e.g., pending claims or litigation, notice from any governmental authority of violation
137 of any law or regulation, proposed zoning changes, street changes, threat of condemnation,
138 or neighborhood noise or nuisance? ☐ Yes ☒ No

139 If "Yes," give details: _____

140 H. SELLER'S STATEMENT (to be signed at time of listing)

141 The undersigned Seller represents that the information set forth in the foregoing disclosure statement is
142 accurate and complete to the best of Seller's knowledge. Seller does not intend this disclosure statement to
143 be a warranty or guarantee of any kind. Seller hereby authorizes the listing Broker to provide this information
144 to prospective buyers of the Property and to real estate brokers and sales people representing such buyers.
145 Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is
146 discovered by or made known to Seller at any time prior to closing or settlement and constitutes an adverse
147 material fact or would make any existing information set forth herein false or materially misleading.

148 Seller Mitch's Greenthumb Landscaping Date _____
149

Seller 1-20-10 Date _____

150 BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

151 1. I understand and agree that the information in this form is limited to information of which Seller has actual
152 knowledge and that Seller need only make an honest effort at fully revealing the information requested.

153 2. This Property is being sold to me without warranties or guarantees of any kind by Seller or any Broker
154 concerning the condition or value of the Property.

155 3. I understand I have the right to make an independent investigation of my own. I have been specifically
156 advised to have the Property examined by professional inspectors.

157 4. I acknowledge that neither Seller nor any Broker is an expert at detecting or repairing physical defects in
158 the Property.

159 5. I specifically represent that there are no important representations concerning the condition or value of
160 the Property made by Seller or any Broker on which I am relying except as may be fully set forth in writing
161 and signed by either of them.

162 Buyer _____ Date _____
163

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