

Reference

Lund St. Francois 281

Missouri  
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 22+21 38N 4E Unincorporated Mo St. Francois  
 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 guarantee 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.**
**A. SURVEY, EASEMENTS, FLOODING**

- 29
- 
- 30 (1) When did you purchase the land?
- 1921
- 
- 31 (2) Has the land been surveyed?
- ☒
- Yes
- ☐
- No
- 
- 32 Year surveyed
- 1950
- 
- 33 (3) What company or person performed the survey?
- 
- 34 Name
- Not known to me
- Phone \_\_\_\_\_
- 
- 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 #
- Do not know

**To the best of your knowledge:**

- 40
- 
- 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."

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

- 47
- 
- 48 (1) Do any of the following types of covenants, conditions, or restrictions affect the land:
- 
- 49 a. Subdivision or other recorded covenants, conditions, or restrictions?
- ☐
- Yes
- ☒
- No
- 
- 50 b. A right of first refusal to purchase?
- ☐
- Yes
- ☒
- No
- 
- 51

Reference

- 52 c. Variances, special use permits, or other zoning restrictions specific  
53 to this Property? ☐ Yes ☒ No
- 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 f. Connection to electric utility? ☐ Yes ☒ No  
88 system off Property? ☐ Yes ☒ No 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.)

Reference

(5) Other Programs (please identify any other federal, state or local farm loan, price support or subsidy programs in which the Property currently participates):

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

(Check and complete applicable box(es)).

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

If yes, please complete the following:

Lessee/Tenant is:

Rent is:

Agreement between Seller and lessee ends on or before

☐ Copy of Lease is attached.

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

If yes, please complete the following:

Tenant/Farmer is:

Split or Rent is:

Agreement between Seller and Tenant ends on or before

☐ Copy of Agreement is attached.

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

**G. OTHER MATTERS**

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

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

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

If "Yes," give details:

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

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

Seller

Date

Seller

Date

**BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

1. I understand and agree that the information in this form is limited to information of which Seller has actual knowledge and that Seller need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by Seller or any Broker concerning the condition or value of the Property.
3. I understand I have the right to make an independent investigation of my own. I have been specifically advised to have the Property examined by professional inspectors.
4. I acknowledge that neither Seller nor any Broker is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent that there are no important representations concerning the condition or value of the Property made by Seller or any Broker on which I am relying except as may be fully set forth in writing and signed by either of them.

Buyer

Date

Buyer

Date

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