

VACANT LAND DISCLOSURE

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1 NOTICE FOR NORTH DAKOTA PROPERTY:

2 This form is designed to guide Seller(s) in making the legally required disclosures and to assist Seller(s) to
3 avoid inadvertent nondisclosures of material facts as required by statute. Seller(s) must disclose all material
4 facts Seller(s) is aware could adversely and significantly affect an ordinary buyer's use and enjoyment of the
5 Property or any intended use of the Property of which Seller(s) is aware, even if not specifically asked in this
6 form. Additional space for disclosure is provided on the last page of this form, and Seller(s) may attach any
7 additional information as necessary.

8 Refer to North Dakota Century Code 47-10-02.1 for more details on the requirements of the statute.

9 **DATE:** _____

10 PROPERTY ADDRESS:

11 Name of Seller(s): _____

12 Street Address: _____

13 City: _____ State: _____ Zip Code: _____ County: _____

14 Legal Description: _____

15 _____

16 _____

17 _____

18 THIS IS NOT A WARRANTY:

19 This disclosure is not a warranty or guarantee of any kind by Seller(s) or Broker(s) or Agent(s) representing
20 or assisting any party in the transaction, and it is not a substitute for inspections or warranties in which the
21 parties may wish to obtain. Seller(s) is only providing information of which Seller(s) is aware.
22 Broker(s)/Agent(s) is not a property inspector and has little or no information regarding the condition of this
23 Property.

24 Seller(s) authorizes Broker(s) and Agent(s) to provide the following information to prospective Buyer(s).
25 Information presented in this form is not intended to be part of any PURCHASE AGREEMENT between
26 Buyer(s) and Seller(s).

27 SELLER(s):

- 28 • Seller(s) is to personally complete this form. Please include the Property address on every page.
- 29 • Answer all line items, even if your answer is "Unknown".
- 30 • If more space is needed, place additional disclosures on Page 9 and include the line number(s) being
31 referenced.
- 32 • Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the facts
33 disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing.
34 Seller(s) must disclose new or changed facts in writing.

35 BUYER(s):

- 36 • Buyer(s) is encouraged to inspect the Property thoroughly personally or have it inspected by a third
37 party and to inquire about any specific areas of concern.
- 38 • **NOTE:** If Seller(s) answers "Unknown" to any of the questions listed below, it does not necessarily
39 mean that it does not exist on the Property. "Unknown" may mean Seller(s) is unaware that it exists
40 on the Property.

Buyer(s) Initials _____

Seller(s) Initials _____

- 41 • Buyer(s) is responsible for reviewing any zoning or regulatory use restrictions affecting the property,
42 including but not limited to mineral rights, airport zoning regulations, and municipality ordinances.
43 Property near airport safety zones is subject to specific zoning regulations, which are recorded with
44 the county recorder in the relevant county. Contact the county recorder to determine if these
45 regulations impact the Property.

46 **SELLER(s) & BUYER(s):**

- 47 • THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
48 • The following information applies to the Property and all structures.
49 • Initial by any changed answers or mistakes made on this form.

50 **GENERAL INFORMATION:**

1 When did you purchase the Property?

2 Type of title evidence. ☐ Abstract ☐ Owner's Title Insurance ☐ Unknown

3 Is the Property on a public or private road? ☐ Public ☐ Private ☐ Public – Not Maintained
If Private or Public Not Maintained, Explain:

51 **GENERAL CONDITIONS: (UNK = Unknown, NA = Not Applicable)**

YES NO UNK NA

1 Are there any private or non-dedicated roadways that you are responsible for? ☐ ☐ ☐ ☐
If Yes, Explain.

2 Are you in possession or aware of any prior vacant land disclosure statement(s)? ☐ ☐ ☐ ☐
If Yes, Explain or attach if in your possession.

3 Has the Property been surveyed? ☐ ☐ ☐ ☐
Year Surveyed: _____

4 Do you have the certificate of survey in your possession? ☐ ☐ ☐ ☐

What company/person performed the survey?

Phone number:

Buyer(s) Initials _____

Seller(s) Initials _____

		YES	NO	UNK	NA
5	Is this Property platted?	☐	☐	☐	☐
6	Has the plat been recorded?	☐	☐	☐	☐
7	Are there any property markers on the Property? If Yes, Explain:	☐	☐	☐	☐
8	Are there any rivers, lakes, ponds, streams or springs running through the Property or along the boundary line?	☐	☐	☐	☐
9	Is the Property located within a government designated evacuation zone?	☐	☐	☐	☐
10	Are there any structures or improvements on the Property? If Yes, List all items:	☐	☐	☐	☐
11	Were there any previous structures on the Property? If Yes, Explain:	☐	☐	☐	☐
12	Are there any abandoned or junk motor vehicles, equipment of any kind or debris on the Property? If Yes, List all items and location:	☐	☐	☐	☐
13	Are there any settling, erosion, or soil movement problems on or affecting the Property? If Yes, Explain:	☐	☐	☐	☐
14	Are you aware of any adverse soil conditions that would have an effect on the Property? If Yes, Explain:	☐	☐	☐	☐
15	Are there any gravel pits, caves, sink holes or mineshafts on or affecting the Property? If Yes, Explain:	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

		YES	NO	UNK	NA
16	Has there been any damage by wind, fire, flood, hail, or other cause(s)? If Yes, Explain:	☐	☐	☐	☐

52 **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (*UNK = Unknown, NA = Not Applicable*)

		YES	NO	UNK	NA
1	Are there any subsurface sewage treatment systems located on or serving the above-described Property? If Yes, See PRIVATE SEWAGE TREATMENT SYSTEM.	☐	☐	☐	☐
2	Are there any abandoned subsurface sewage treatment systems on the Property? If Yes, See PRIVATE SEWAGE TREATMENT SYSTEM.	☐	☐	☐	☐

53 **WELL DISCLOSURE:** (*UNK = Unknown, NA = Not Applicable*)

		YES	NO	UNK	NA
1	Are there wells located on the above-described Property? If Yes, See WELL DISCLOSURE.	☐	☐	☐	☐
2	Are there wells serving the Property that are not located on the Property? If Yes, See WELL DISCLOSURE.	☐	☐	☐	☐
3	Are there any maintenance agreements for the shared well(s)? If Yes, See WELL DISCLOSURE.	☐	☐	☐	☐

54 **UTILITY INFORMATION:** (*UNK = Unknown, NA = Not Applicable*)

	Check if any of the following exist within the Property	YES	NO	UNK	NA
1	Connection to public water? If Yes, Who is the current provider?	☐	☐	☐	☐
2	Connection to public sewer? If Yes, Explain:	☐	☐	☐	☐
3	Connection to a private water system off-property? If Yes, Explain:	☐	☐	☐	☐
4	Connection to electric utility? If Yes, Who is the current provider?	☐	☐	☐	☐
5	Connection to pipelines (natural gas, petroleum, other)? If Yes, Explain:	☐	☐	☐	☐
6	Connection to communication, power or utility lines? If Yes, Explain:	☐	☐	☐	☐
7	Connection to telephone/fiber optic or cable? If Yes, Who is the current provider?	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

Check if any of the following exist at the Boundary of the Property:		YES	NO	UNK	NA
1	Access to public water system?	☐	☐	☐	☐
2	Access to private water system?	☐	☐	☐	☐
3	Access to Co-op water system?	☐	☐	☐	☐
4	Access to shared water system?	☐	☐	☐	☐
5	Access to electric utility service?	☐	☐	☐	☐
6	Access to pipeline (natural gas, petroleum, other)?	☐	☐	☐	☐
7	Access to communication, power or utility lines?	☐	☐	☐	☐
8	Access to telephone/fiber optic or cable?	☐	☐	☐	☐

55 **USE RESTRICTIONS:** (*UNK = Unknown, NA = Not Applicable*)

		YES	NO	UNK	NA
1	Are there covenants, deed restrictions, or reservations of rights of use? If Yes, Explain:	☐	☐	☐	☐
2	Are there utility or drainage easements or rights of way easements? If Yes, Explain:	☐	☐	☐	☐
3	Are there railroad or other transportation easements or rights of way easements? If Yes, Explain:	☐	☐	☐	☐
4	Is there a right of first refusal to purchase? If Yes, Explain:	☐	☐	☐	☐
5	Are there ongoing financial maintenance or other obligations related to the Property that the Buyer(s) will be responsible for? If Yes, Explain:	☐	☐	☐	☐
6	Are there any crops on the Property?	☐	☐	☐	☐
7	Are there historical registry restrictions? If Yes, Explain:	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

	YES	NO	UNK	NA
8 Is there life estate, trust/shared estates? If Yes, Explain:	☐	☐	☐	☐
9 Are there any existing subsurface or surface leases and/or third-party interests? If Yes, Explain/Provide a copy of the lease:	☐	☐	☐	☐
10 Does a Homeowner's Association have authority over the Property? If Yes, See HOA INFORMATION.	☐	☐	☐	☐
11 Are there shared features with adjoining properties (e.g. retaining walls, fences, driveways, or other)? If Yes, Explain:	☐	☐	☐	☐
12 Is there Notice from any accessing authority of a new improvement project in which the cost may be assessed against the Property? If Yes, Explain:	☐	☐	☐	☐
13 Is the Property enrolled in a federal, state or local government program (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land, RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP etc.)? If Yes, Explain:	☐	☐	☐	☐
14 Is the Property within the boundaries of a Native American Reservation? If Yes, Explain:	☐	☐	☐	☐
15 Are there any USDA Wetlands determinations? If Yes, Explain:	☐	☐	☐	☐
17 Are there zoning infractions, non-conforming uses, or violations or unusual restrictions on the Property that would affect future construction?	☐	☐	☐	☐
18 Is the Property within an airport safety zone and subject to zoning regulations?	☐	☐	☐	☐

56
57

ENVIRONMENTAL CONCERNS: Do they currently exist or have they existed on the Property?
(UNK = Unknown, NA = Not Applicable)

	YES	NO	UNK	NA
1 Fill dirt? If Yes, Explain:	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

	YES	NO	UNK	NA
2 Asbestos? If Yes, Explain:	☐	☐	☐	☐
3 Hazardous waste/substances or underground storage tanks? If Yes, Explain:	☐	☐	☐	☐
4 Have any soil tests been performed? If Yes, When and by whom?	☐	☐	☐	☐
5 Diseased/dead or dying trees or shrubs? If Yes, Explain:	☐	☐	☐	☐
6 Methamphetamine or any illicit drug production/sales/usage? If Yes, Explain:	☐	☐	☐	☐
7 Human or animal burial ground/pits? If Yes, Explain:	☐	☐	☐	☐
8 Landfill or waste disposal site? If Yes, Explain:	☐	☐	☐	☐
9 Are there any landfills or waste disposal sites within two (2) miles of the Property? If Yes, Explain:	☐	☐	☐	☐
10 Is the Property located in or near an agricultural area? If Yes, the Property may be subject to normal and accepted agricultural practices and operations. Operations may include but are not limited to noise, dust, day and night operation of farm machinery, raising of livestock, storage and application of manure, fertilizers, soil amendments, herbicides and pesticides associated with normal agricultural practices.	☐	☐	☐	☐
11 Are there any current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)? If Yes, Attach if in your possession.	☐	☐	☐	☐
12 Government sponsored cleanup or issues ordering the remediation of a public health nuisance on the Property? If Yes, Explain:	☐	☐	☐	☐
14 Is the Property drain tiled? If Yes, Explain:	☐	☐	☐	☐

Buyer(s) Initials _____

Seller(s) Initials _____

YES NO UNK NA
☐ ☐ ☐ ☐

15 Is the Property affected by chronic wasting disease?
If Yes, Explain:

58 **RADON DISCLOSURE:**

59 Every Buyer(s) of any interest in real property is notified that the Property may present exposure to dangerous
60 levels of radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a
61 Class A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause
62 overall.

63 **FLOOD DISCLOSURE – INCLUDING OVERLAND AND RIVER FLOODING**

64 This is intended to provide information to prospective Buyer(s) concerning high-water elevation flood events
65 including overland and river flooding that may impact the Property.

66 **Note:** Whether or not Seller(s) currently carries flood insurance, it may be required in the future. Flood
67 insurance premiums are increasing and, in some cases, will rise substantially over the premiums previously
68 charged for flood insurance for the Property. As a result, the Buyer(s) should rely on something other than the
69 premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply
70 after the Buyer(s) completes their purchase.

YES NO UNK NA
☐ ☐ ☐ ☐

1 Is the Property in a designated 100-year floodplain?
If Yes, See FLOOD DISCLOSURE.

2 Has the Property been impacted by high water elevation flood events
including overland and river flooding?
If Yes, see FLOOD DISCLOSURE.

☐ ☐ ☐ ☐

3 Do you carry flood insurance?
If Yes, Explain:

☐ ☐ ☐ ☐

4 Is the flood insurance transferrable?
If Yes, Explain:

☐ ☐ ☐ ☐

71 **PROPERTY TAX/PREFERENTIAL PROPERTY TAX DISCLOSURE:**

72 Check the appropriate box:

73 ☐ **Yes** ☐ **No** Is there an exclusion from market value for home improvements on this Property. Any valuation
74 exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property
75 tax purposes shall increase? If a valuation exclusion exists, Buyer(s) is encouraged to look into the resulting
76 tax consequences.

77 ☐ **Yes** ☐ **No** Is the Property subject to any preferential property tax status or any other credits affecting the
78 Property (e.g. Disability, Green Acres, CRP, RIM, Rural Preserve, etc.)?

79 If Yes, Explain:

80 _____
81 _____
82 _____
83 _____

Buyer(s) Initials _____

Seller(s) Initials _____

Address: _____

84 If Yes, would these terminate upon the sale of the Property? ☐ Yes ☐ No

85 If Yes, Explain:

86 _____
87 _____
88 _____
89 _____

90 **ADDITIONAL DISCLOSURES:**

91

Buyer(s) Initials _____

Seller(s) Initials _____

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”):

As a general rule, 26 U.S. Code 1445 (hereinafter “FIRPTA”) requires a transferee (Buyer(s)) of a United States real property interest to withhold a tax from the proceeds of any disposition of the real property interest if the transferor (Seller(s)) is a foreign person (any person other than a United States person), unless an exception to the FIRPTA withholding requirements applies. Exemptions from the general rule are set forth in the FIRPTA. Due to the complexity of the FIRPTA, both the Buyer(s) and the Seller(s) are advised to seek appropriate legal and tax advice regarding FIRPTA compliance, since failure to adhere to the FIRPTA withholding rules could result in legal liability to both the Buyer(s) and Seller(s) and their Broker(s)/Agent(s) or qualified substitutes.

Seller(s) hereby represents and warrants that Seller(s) ☐ IS ☐ IS NOT a foreign person, as defined by the FIRPTA. This representation of the Seller(s) shall survive closing. Seller’s Broker(s)/Agent(s) and Buyer’s Broker(s)/Agent(s), and any qualified substitute, as those terms are defined by the FIRPTA, may rely upon this representation.

If the Seller(s) represents that it is a foreign person, the Buyer(s) may be subject to income tax withholding requirements, and the Buyer(s) could be personally liable for failing to withhold a tax from the proceeds of the real estate disposition, if none of the enumerated exemptions to the FIRPTA apply to the transaction. If the Seller(s) represents that it is a foreign person, but that one of the exemptions to the FIRPTA apply, Buyer(s) may require Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that one of the exemptions to the FIRPTA withholding requirements applies to the transaction. If the Seller(s) represents that it is not a foreign person, the Buyer(s), or its Broker(s)/Agent(s) or qualified substitutes, may require the Seller(s) to provide specific documentation as prescribed by the FIRPTA to verify, under penalty of perjury, that the Seller(s) is not a foreign person. On or before closing, the Buyer(s) and Seller(s) agree to complete, execute, and deliver any affidavit, instrument, or statement which may reasonably be required to comply with FIRPTA requirements.

SELLER’S STATEMENT: (TO BE SIGNED AT TIME OF LISTING)

Seller(s) hereby states the condition of the Property to be as stated above and authorizes any Broker(s) or Agent(s) representing any parties in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Seller(s) hereby acknowledges that the information provided in this document is true and accurate to the best of Seller’s knowledge as of the date listed below. Seller(s) is obligated to continue to notify Buyer(s) in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller(s) is aware that occur up to the time of closing. See VACANT LAND DISCLOSURE AMENDMENT/ADDENDUM as applicable.

Seller Signature	Date	Seller Signature	Date

BUYER’S ACKNOWLEDGEMENT: (TO BE SIGNED AT THE TIME OF PURCHASE AGREEMENT)

Buyer(s) acknowledges receipt of this Vacant Land Disclosure. Buyer(s) acknowledges that Broker(s) and Agent(s) representing the sale of this Property have not made statements concerning the condition of the Property other than those listed in this Vacant Land Disclosure. Buyer(s) acknowledges that Buyer(s) has been advised to verify the information listed in this Statement independently.

Buyer(s) acknowledges and understands that this document is not intended to be a warranty of any kind or a substitute for any inspection of the Property Buyer(s) may wish to obtain.

Buyer Signature	Date	Buyer Signature	Date