

DSC-8020 Farm or Vacant Land or Lot Disclosure Statement

<p style="text-align: center;">Last revised 6/14/06 Old Language</p>	<p style="text-align: center;">Revised 12/31/09 New Language</p>
<p>Lines 1-2 previously read:</p> <p>Property Address: _____</p> <p>The following is a disclosure statement made by the Seller regarding the above property.</p>	<p>Lines 1-3 read:</p> <p>The following is a disclosure statement made by Seller concerning the following Property (the “Property”):</p> <hr/> <p style="text-align: center;"><i>Section Township Range City State Zip Code County</i></p>
	<p>Language added consistent with introductory wording on Residential Seller’s Disclosure Statement (DSC-8000).</p> <p>Lines 4-8 read:</p> <p>This disclosure statement may assist a Buyer in evaluating the Property, but it is <u>not a warranty</u> of any kind by Seller or any broker or licensee in this transaction, and it is <u>not</u> a substitute for any inspection or warranties a Buyer may wish to obtain. Real estate brokers and licensees involved in the sale do not inspect the Property for defects or guarantee the accuracy of the information provided in this form.</p>
<p>Lines 3-8 previously read:</p> <p>NOTICE TO SELLER: Each seller is obligated to disclose to a buyer all “adverse material facts” related to the physical condition of the property being sold that are not readily ascertainable or known to a party and which negatively affects the value of the property. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. The listing real estate broker, the selling real estate broker and their respective agents will rely upon this information when they evaluate, market and present Seller’s property to prospective buyers.</p>	<p>Lines 8-18 read:</p> <p><i>TO THE SELLER:</i> <i>Please complete the following form, including past history or problems if known. Do not leave any spaces blank. If the condition is not applicable to your Property (or unknown), mark “N/A” (or “Unknown”) in the blank. The following are representations made by the Seller and are not representations of any broker or licensee. Complete and truthful disclosure of the history and condition of the Property gives you the best protection against future charges that you violated a legal disclosure obligation to a Buyer. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligations, but it may not cover all aspects of the Property. IF you know of or suspect some condition which may negatively affect the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physical condition or</i></p>

	<p><i>material defects in the Property or title thereto), then you may use the space at the end of this form to further describe that condition and/or attach additional pages if additional space is required.</i></p>
<p>Lines 9-12 previously read:</p> <p>NOTICE TO BUYER: This is a disclosure of Seller’s knowledge of the condition of the property as of the date signed by Seller and is not a substitute for inspections, tests or other investigation or warranties that Buyer may wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by the listing broker, the selling broker, or their agents and is not a substitute for any inspection or warranty the Buyer may wish to obtain.</p>	<p>Lines 19-28 read:</p> <p>TO THE BUYER: <i>Since these disclosures are based on the Seller’s knowledge, you cannot be sure that there are, in fact, no problems with the Property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the Property. Thus, you may want to condition your offer on a professional inspection(s) of the Property. Conditions of the Property that you can see on a reasonable inspection and/or that are disclosed herein should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract. IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE SALE CONTRACT.</i></p>
	<p>All instances of the word “property” were changed to “Property” to refer to defined term (Lines 1-2).</p>
<p>Lines 89-91 previously read:</p> <p>(3) DCP (Direct and Counter-cyclical Payment Program). Was property enrolled in DCP?.....<input type="checkbox"/>Yes <input type="checkbox"/>No If “Yes,” what is the annual payment? \$ _____</p>	<p>Lines 104-106 read:</p> <p>(3) DCP (Direct and Counter-cyclical Payment Program) or ACRE Program. Was Property enrolled in DCP? <input type="checkbox"/>Yes <input type="checkbox"/>No Was Property enrolled in ACRE Program? <input type="checkbox"/>Yes <input type="checkbox"/>No If “Yes,” what is the total annual payment? \$ _____</p>
	<p>New Section F. Leasehold/Tenant Rights (Include Farming, Gas And Oil Leases, etc.) added.</p> <p>Lines 114-129 read:</p> <p>F. Leasehold/Tenant Rights (Include Farming, Gas And Oil Leases, etc.): <i>(Check and complete applicable box(es)).</i> (a) Are there leasehold interests or tenant</p>

	<p>rights in the Property? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, please complete the following:</p> <p>Lessee/Tenant is: _____</p> <p>Rent is: _____</p> <p>Agreement between Seller and lessee ends on or before _____</p> <p><input type="checkbox"/> Copy of Lease is attached.</p> <p>(b) Are there any farming or crop-share agreement rights in the Property? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, please complete the following:</p> <p>Tenant/Farmer is: _____</p> <p>Split or Rent is: _____</p> <p>Agreement between Seller and Tenant ends on or before _____</p> <p><input type="checkbox"/> Copy of Agreement is attached.</p> <p>(c) Are there additional leasehold interest or tenant rights? (<i>Attach description, if so</i>)...</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>
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