



Farm or Vacant Land or Lot Disclosure Statement

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

1 Property Address: _____
2 The following is a disclosure statement made by ~~the~~ Seller regarding concerning the following Property (the ~~above~~
3 property ~~“Property”~~):

4 ~~NOTICE TO SELLER:~~ Each seller is obligated to disclose to a buyer all “adverse material facts” related to the
5 physical condition of the property being sold that are not readily ascertainable or known to a party and which
6 negatively affects the value of the property. This disclosure statement is designed to assist Seller in complying
7 with disclosure requirements and to assist Buyer in evaluating the property being considered. The listing real
8 estate broker, the selling real estate broker and their respective agents will rely upon this information when they
9 evaluate, market and present Seller’s property to prospective buyers.

10 ~~NOTICE TO BUYER:~~ This is a disclosure of Seller’s knowledge of the condition of the property as of the date
11 signed by Seller and is not a substitute for inspections, tests or other investigation or warranties that Buyer may
12 wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by the listing broker, the
13 selling broker, or their agents and is not a substitute for any inspection or warranty the Buyer may wish to obtain. _
14

15 Section Township Range City State Zip Code County

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

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

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

- 41 **A. SURVEY, EASEMENTS, FLOODING**
42 (1) When did you purchase the land? _____
43 (2) Has the land been surveyed? Yes No
44 Year surveyed _____
45 (3) What company or person performed the survey?
46 Name _____ Phone _____
47 Address _____
48 (4) If this is platted land, has a certificate of survey been completed? Yes No
49 If “Yes,” by whom? _____ When? _____
50 (5) Has the plat been recorded in the land records? Yes No
51 If “Yes,” Plat Book # _____ Page # _____

Reference

- (6) Are there any encroachments or boundary line disputes?
(7) Are there any easements other than utility or drainage easements?
(8) Is the property in a designated 100 year flood plain or wetlands area?
(9) Has there ever been a flood or other disaster at the property?
(10) Have there ever been drainage problems affecting the property or adjacent properties?
(11) Give the details if any of questions 6 through 9 are answered "Yes."

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

- (1) Do any of the following types of covenants, conditions, or restrictions affect the land:
a. Subdivision or other recorded covenants, conditions, or restrictions?
b. A right of first refusal to purchase?
c. Variances, special use permits, or other zoning restrictions specific to this property?
(2) If any of the above questions (B1) are answered "Yes," do you have written copies of these covenants, conditions or restrictions?
If "Yes," describe:
(3) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions or restrictions?
If "Yes," describe:

C. CONDITION OF THE PROPERTY. To the best of your knowledge:

- (1) Are there any structures, improvements, or personal property included in the sale?
If "Yes," list all items:
Are there any problems or defects with any of these items?
If "Yes," describe all problems or defects:
(2) Are there any operating or abandoned oil wells, buried storage tanks, or buried debris or waste on the property?
If "Yes," give details:
(3) Is there any hazardous or toxic substance in or on this property or any adjacent property (including but not limited to mold or lead in the soils)?
If "Yes," give details:
(4) Have any soil tests been performed?
If "Yes," When? By Whom? Results:
(5) Does the property have any fill or uncompacted soils?
If "Yes," describe location and depth:
(6) Are there any settling or soil movement problems on this property or any adjacent property?
If "Yes," give details:
(7) Is there a large-scale infestation, rot or disease in the trees on the property?
If "Yes," give details:

D. UTILITIES. To the best of your knowledge:

- (1) Have any percolation tests been performed?
If "Yes," When? By Whom? Results:
(2) Are any of the following presently existing within the property?
a. Connection to public water?
b. Connection to public sewer?
c. Connection to private water system off property?
d. A water well?
e. Septic tank?
f. Connection to electric utility?
g. Connection to natural gas service?
(3) Are any of the following existing at the boundary of the property?
a. Public water system access?
b. Private water system access?
c. Electric service access?
d. Natural gas access?
e. Telephone system access?
(4) Have any utility access charges been paid?
If "Yes," which charges have been paid?

E. FEDERAL/STATE/LOCAL FARM PROGRAMS

- (1) CRP (Conservation Reserve Program) Was property enrolled in CRP?
If "Yes," complete the following:
total acres put in CRP last year of participation
per acre bid in enrollment year annual payment

Reference _____

113 | (2) WRP (Wetlands Reserve Program) was propertyProperty enrolled in WRP?Yes No
114 | **If "Yes," complete the following:**
115 | _____ total acres put in WRP _____ last year of participation
116 | _____ per acre bid in _____ enrollment year _____ annual payment

117 | (3) DCP (Direct and Counter-cyclical Payment Program) or ACRE Program.
118 | Was propertyProperty enrolled in DCP? Yes No Was Property enrolled in ACRE Program? Yes

119 | No
120 | **If "Yes," what is the total annual payment?** \$ _____
121 | (4) CSP (Cost Share Program) (usually a 10-year program).
122 | Is the propertyProperty currently participating in any CSP? Yes No

123 | **If "Yes," check applicable boxes:**
124 | _____ Soil/Water _____ Terracing _____ Seeding
125 | **(Cost Share Program must be maintained or the original owner can be fined.)**

126 | (5) Other Programs (please identify any other federal, state or local farm loan, price support or subsidy
127 | programs in which the propertyProperty currently participates): _____
128 | _____
129 | _____

130 | **F. Leasehold/Tenant Rights (Include Farming, Gas And Oil Leases, etc.):**
131 | (Check and complete applicable box(es)).

132 | (a) Are there leasehold interests or tenant rights in the Property?Yes No
133 | If yes, please complete the following:
134 | Lessee/Tenant is: _____
135 | Rent is: _____
136 | Agreement between Seller and lessee ends on or before _____

137 | **Copy of Lease is attached.**
138 | (b) Are there any farming or crop-share agreement rights in the Property?Yes No
139 | If yes, please complete the following:
140 | Tenant/Farmer is: _____
141 | Split or Rent is: _____
142 | Agreement between Seller and Tenant ends on or before _____

143 | **Copy of Agreement is attached.**
144 | (c) Are there additional leasehold interest or tenant rights? (Attach description, if so).Yes No
145 | _____

146 | **G. OTHER MATTERS**

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

150 | **If "Yes," MAR Form DSC-5000 must be filled out in conjunction with this form.**
151 | (2) Is there anything else that may materially and adversely affect the value or desirability of
152 | propertyProperty, e.g., pending claims or litigation, notice from any governmental authority of violation
153 | of any law or regulation, proposed zoning changes, street changes, threat of condemnation,
154 | or neighborhood noise or nuisance?Yes No
155 | **If "Yes," give details:** _____

156 | **GH. SELLER'S STATEMENT (to be signed at time of listing)**

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

165 | _____
166 | Seller Date Seller Date

167 | **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

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

Reference

- 170 | 2. This propertyProperty is being sold to me without warranties or guaranties of any kind by Seller or any
- 171 | Broker concerning the condition or value of the propertyProperty.
- 172 | 3. I understand I have the right to make an independent investigation of my own. I have been specifically
- 173 | advised to have the propertyProperty examined by professional inspectors.
- 174 | 4. I acknowledge that neither Seller nor any Broker is an expert at detecting or repairing physical defects in
- 175 | the propertyProperty.
- 176 | 5. I specifically represent that there are no important representations concerning the condition or value of
- 177 | the propertyProperty made by Seller or any Broker on which I am relying except as may be fully set forth
- 178 | in writing and signed by either of them.

179 | **Buyer** **Date** **Buyer** **Date**

180 |

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