



## 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 7022 Co Rd 343	3 Street Address	4 Neelyville	5 City	6 MO	7 63954	8 Butler
9 Section Township Range	10 25-01-11.0-000-000-004.000	11 Parcel No(s).	12 Farm No(s)	13 # of Acres (more or less)	14 186.1	15

16 **This Disclosure Statement may assist a Buyer in evaluating the Property, but it is not a warranty of any kind by Seller or any real estate licensee involved in this transaction, and is not a substitute for any inspection or warranty a Buyer may wish to obtain. Real estate licensees involved in this transaction do not inspect the Property for defects or guarantee the accuracy of any information provided herein.**

17 **SELLER:** Please complete the following form, including past history and known problems. 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 statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure of the history and condition of the Property gives you the best protection against potential 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 closing a transaction. This form 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 material defects in the Property or title thereto), then you should describe that condition and attach additional pages if more space is required.

20 **BUYER:** Since these disclosures are based on Seller's actual knowledge, you cannot be sure that there are, in fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller are limited to the Property and are not warranties of its condition. You should condition your offer on a professional inspection(s) of the Property or any off-site conditions as you deem necessary. 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 setting the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract.

21 **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.**

30 **1. SURVEY, EASEMENTS, FLOODING.** To the best of your knowledge:

31 A. When did you purchase the Property? 2012

32 B. Has the Property been surveyed? .....  Yes  No

33 Year surveyed \_\_\_\_\_

34 C. What company or person performed the survey?

35 Name \_\_\_\_\_ Phone \_\_\_\_\_

36 D. If this is platted land, has a certificate of survey been completed? .....  Yes  No

37 If "Yes," by whom? \_\_\_\_\_ When? \_\_\_\_\_

38 E. Has the plat been recorded in the land records? .....  Yes  No

39 If "Yes," Plat Book # \_\_\_\_\_ Page # \_\_\_\_\_

40 F. Are there any encroachments or boundary line disputes?  Yes  No

41 G. Are there any easements other than utility or drainage easements? .....  Yes  No

42 H. Is the Property in a designated flood plain or floodway of any kind? .....  Yes  No

43 I. Do you have a Flood Certificate regarding the Property? .....  Yes  No

44 J. Has there ever been a flood at the Property? .....  Yes  No

45 K. Have there ever been drainage problems affecting the Property? .....  Yes  No

46 L. Have you ever purchased flood insurance? .....  Yes  No

47 M. If any of questions 1.F through 1.L are answered "Yes," briefly describe the details.

48  (check box if additional pages are attached) \_\_\_\_\_

52 **2. USE RIGHTS AND OTHER RESTRICTIONS.** To the best of your knowledge:

53 A. Do any of the following exist regarding the Property:

54 (1) Subdivision or other recorded indentures, covenants, conditions or restrictions? .....  Yes  No

55 (2) A right of first refusal to purchase? .....  Yes  No

56 (3) Variances, special use permits or other zoning restrictions specific to this Property? .....  Yes  No

57 (4) Have any mineral rights been severed or transferred? .....  Yes  No

58 B. Have you ever received notice from any person or authority of a breach of any of the above?  Yes  No

59 C. Are there any farming or crop-share agreement rights in the Property? .....  Yes  No

60 D. Are there any animal feeding operations ("AFO") or concentrated animal feeding operations ("CAFO") at  
61 the Property? (if "Yes", please identify Class size and any permits issued below) .....  Yes  No

62 E. Are there any gas & oil leases or other severed or transferred mineral rights (clay, etc.)? .....  Yes  No

63 F. Are there any leasehold interests or tenant rights in the Property? .....  Yes  No

64 G. If any of the above questions are answered "Yes," briefly describe the details.  
65  (check box if additional pages are attached) \_\_\_\_\_  
66 \_\_\_\_\_  
67 \_\_\_\_\_  
68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_

71 **3. CONDITION OF THE PROPERTY.** To the best of your knowledge:

72 A. Are there any structures, improvements or personal property available for sale? .....  Yes  No  
73 Are there any problems or defects with any of these items? .....  Yes  No

74 B. Are there any operating or abandoned oil wells or buried storage tanks on the Property? .....  Yes  No

75 C. Is there any hazardous or toxic substance in or on the Property?  
76 (including but not limited to lead in the soils)? .....  Yes  No

77 D. Are there any Phase I or other environmental reports regarding the Property? .....  Yes  No

78 E. Is there a solid waste disposal site or demolition landfill on the Property (whether permitted or  
79 unpermitted)? .....  Yes  No

80 *Note: if "Yes", §260.213 RSMo requires Seller to disclose the location of the site, and  
81 Buyer should be aware that Buyer may be held liable to the State for remedial action.*

82 F. Have any soil tests been performed? .....  Yes  No

83 G. Does the Property have any fill? .....  Yes  No

84 H. Are there any settling or soil movement problems on this Property? .....  Yes  No

85 I. Is there any infestation, rot or disease in the trees on the Property? .....  Yes  No

86 J. Is any part of the Property located in a "wetlands area" designated by the Natural Resources Conservation  
87 Service ("NRCS") or Farm Service Authority ("FSA")? .....  Yes  No

88 K. If any of the above questions are answered "Yes," briefly describe the details.  
89  (check box if additional pages are attached) \_\_\_\_\_  
90 F - SOIL TEST FOR FERTILITY  CREEK SLAUGH  
91 \_\_\_\_\_  
92 \_\_\_\_\_  
93 \_\_\_\_\_

94 **4. UTILITIES.** To the best of your knowledge:

95 A. Have any soil analysis tests for sanitary systems been performed? .....  Yes  No  
96 If "Yes," When? \_\_\_\_\_ By Whom? \_\_\_\_\_  
97 Results: \_\_\_\_\_

98 B. Do any of the following exist within the Property?

99 (1) Connection to public water?  Yes  No (5) Connection to shared sewer? .....  Yes  No

100 (2) Connection to public sewer?  Yes  No (6) Private Sewer/Septic tank/Lagoon? .....  Yes  No

101 (3) Connection to private water .....  Yes  No (7) Connection to electric utility? .....  Yes  No

102 system off Property? .....  Yes  No (8) Connection to natural gas service? .....  Yes  No

103 (4) Connection to shared water?  Yes  No (9) A water well? .....  Yes  No

104 C. Are any of the following existing at the boundary of the Property? *For Irrigation*

105 (1) Public water system access?  Yes  No (5) Electric Service Access? .....  Yes  No

106 (2) Public sewer system access?  Yes  No (6) Natural gas access? .....  Yes  No

107 (3) Shared water system access  Yes  No (7) Telephone system access? .....  Yes  No

108 (4) Shared sewer system access  Yes  No (8) Other: \_\_\_\_\_

109 D. Have any utility access charges been paid? .....  Yes  No  
110 If "Yes," which charges have been paid? \_\_\_\_\_

111 5. **FEDERAL/STATE/LOCAL FARM PROGRAMS.** To the best of your knowledge:

112 A. Is Property enrolled in CRP (Conservation Reserve Program)? .....  Yes  No

113 If "Yes," complete the following:

114 \_\_\_\_\_ total acres put in CRP \_\_\_\_\_ last year of participation

115 \_\_\_\_\_ per acre bid in \_\_\_\_\_ enrollment year \_\_\_\_\_ annual payment

116 B. Is Property enrolled in WRP (Wetlands Reserve Program)? .....  Yes  No

117 If "Yes," complete the following:

118 \_\_\_\_\_ total acres put in WRP \_\_\_\_\_ last year of participation

119 \_\_\_\_\_ per acre bid in \_\_\_\_\_ enrollment year \_\_\_\_\_ annual payment

120 C. Other Programs (identify any other federal, state or local farm loan, price support or subsidy programs in  
121 which the Property currently participates): ARC - PLC Annually

124 6. **OTHER MATTERS.** To the best of your knowledge:

125 A. Is or was the Property used as a site for methamphetamine production or the place of residence of a  
126 person convicted of a crime involving any controlled substance related thereto? .....  Yes  No

127 If "Yes," §441.236 RSMo requires disclosure to potential lessees and §442.606 RSMo requires  
128 disclosure to purchasers of real estate. MR Form DSC-5000 ("Disclosure of Information Regarding  
129 Methamphetamine/Controlled Substances") may be filled out in conjunction with these matters.

130 B. Is there anything else that may materially and adversely affect the Property (e.g., pending claims, litigation,  
131 notice from a governmental authority of violation of a law or regulation, proposed zoning changes, street  
132 changes, threat of condemnation, neighborhood noise or nuisance)? .....  Yes  No

133 If "Yes," briefly describe the details.  (check box if additional pages are attached) \_\_\_\_\_

137 **SELLER'S ACKNOWLEDGMENT**

138 Seller represents that the information set forth in this Disclosure Statement is accurate and complete to the best of  
139 Seller's knowledge as of the date of Seller's signature below. Seller does not intend this Disclosure Statement to  
140 be a warranty or guarantee of any kind. Seller authorizes the listing broker to provide this information to prospective  
141 buyers of the Property and to real estate licensees representing such buyers.

142 Michael Smody  
143 Seller  
144 Print Name: Michael Smody

142 1-15-2020  
143 Date

142 Patricia J. Smody  
143 Seller  
144 Print Name: Patricia Smody

142 1-15-2020  
143 Date

145 **BUYER'S ACKNOWLEDGEMENT**

1. I understand and agree that the information in this form is limited to information of which Seller has actual knowledge and that Seller can only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guarantees of any kind by Seller or any real estate licensee concerning the Property.
3. I understand I have the right to independently investigate the Property. I have been specifically advised to have the Property and any other conditions examined by professional inspectors as I deem fit.
4. I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical defects in the Property.
5. I acknowledge that there are no representations concerning the Property made by Seller or any real estate licensee on which I am relying except as may be fully set forth in writing and signed by them.

156 **Buyer**  
157 Date  
158 Print Name: \_\_\_\_\_

156 **Buyer**  
157 Date  
158 Print Name: \_\_\_\_\_

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