

# Farm or Vacant Land or Lot Disclosure Statement

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

1 This document serves as a disclosure from Seller regarding property described below (referred to as the 'Property'):

2 \_\_\_\_\_ MO \_\_\_\_\_  
3 **Street Address** **City** **Zip Code** **County**

4 \_\_\_\_\_  
5 **Section Township Range** **Parcel No(s).** **Farm No(s)** **# of Acres (more or less)**

6 ***This Disclosure Statement is intended to help the Buyer assess the Property, but it does not serve as a***  
7 ***guarantee of any sort by the Seller or any real estate agent involved in the transaction. It is also not a***  
8 ***replacement for any inspections or warranties the Buyer may choose to pursue. Real estate professionals***  
9 ***participating in this transaction do not examine the Property for defects and do not ensure the accuracy of***  
10 ***the information provided in this statement.***

11 ***SELLER:*** Please complete the following form, including past history and known problems. Do not leave any spaces  
12 unanswered. If something doesn't apply to your Property or is unknown, mark it as "N/A" or "Unknown." These  
13 statements are made by the Seller, not by any real estate agent. Being honest and complete about the Property's  
14 condition helps protect you from legal issues. Your responses—or lack thereof—can have legal effects, even after the  
15 sale. This form helps meet disclosure requirements but may not cover everything. If you're aware of any issues that  
16 could affect the Property's value or the health and safety of future occupants (like environmental risks, defects, or title  
17 problems), be sure to explain and add extra pages if needed.

17 ***BUYER:*** These disclosures reflect only what the Seller currently knows, so unknown issues may still exist. The  
18 Seller's statements apply solely to the Property and do not serve as guarantees. Buyers are strongly advised to base  
19 their offer on professional inspections of the Property and any surrounding conditions. Visible issues or those  
20 disclosed here should be considered when negotiating the price or requested to be fixed as part of the sale  
21 agreement.

22 ***If you sign a contract to buy the Property, the contract—not this disclosure—will determine***  
23 ***what's included in the sale. Any items or equipment you expect to be included must be***  
24 ***clearly listed in the sale agreement.***

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

- 26 **A.** When did you purchase the Property? \_\_\_\_\_  
27 **B.** Has the Property been surveyed? .....  Yes  No  
28 Year surveyed \_\_\_\_\_  
29 **C.** What company or person performed the survey?  
30 Name \_\_\_\_\_ Phone \_\_\_\_\_  
31 **D.** If this is platted land, has a certificate of survey been completed?.....  Yes  No  
32 If "Yes," by whom? \_\_\_\_\_ When? \_\_\_\_\_  
33 **E.** Has the plat been recorded in the land records? .....  Yes  No  
34 If "Yes," Plat Book # \_\_\_\_\_ Page # \_\_\_\_\_  
35 **F.** Are there any encroachments or boundary line disputes?  Yes  No  
36 **G.** Are there any easements other than utility or drainage easements? .....  Yes  No  
37 **H.** Is the Property in a designated flood plain or floodway of any kind? .....  Yes  No  
38 **I.** Do you have a Flood Certificate regarding the Property? .....  Yes  No  
39 **J.** Has there ever been a flood at the Property? .....  Yes  No  
40 **K.** Have there ever been drainage problems affecting the Property?.....  Yes  No  
41 **L.** Have you ever purchased flood insurance? .....  Yes  No  
42 **M.** If any of questions 1.F through 1.L are answered "Yes," briefly describe the details.  
43  (check box if additional pages are attached) \_\_\_\_\_

44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

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

48 **A.** Do any of the following exist regarding the Property:

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

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

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

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

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

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

55 **D.** Are there any animal feeding operations ("AFO") or concentrated animal feeding operations ("CAFO") at

56 the Property? (if "Yes", please identify Class size and any permits issued below).....Yes No

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

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

59 **G.** If any of the above questions are answered "Yes," briefly describe the details.

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

61 \_\_\_\_\_

62 \_\_\_\_\_

63 \_\_\_\_\_

64 \_\_\_\_\_

65 \_\_\_\_\_

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

67 **A.** Are there any structures, improvements or personal property available for sale? ..... Yes No

68 Are there any problems or defects with any of these items? ..... Yes No

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

70 **C.** Is there any hazardous or toxic substance in or on the Property?

71 (including but not limited to lead in the soils)? ..... Yes No

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

73 **E.** Is there a solid waste disposal site or demolition landfill on the Property(whether permitted or

74 unpermitted)? ..... Yes No

75 **Note: if "Yes", § requires Seller to disclose the location of the site, and**

76 **Buyer should be aware that Buyer may be held liable to the State for remedial action.....**

77 **F.** Have any soil tests been performed?..... Yes No

78 **G.** Does the Property have any fill?.....Yes No

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

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

81 **J.** Is any part of the Property located in a "wetlands area" designated by the Natural Resources Conservation

82 Service ("NRCS") or Farm Service Authority ("FSA")?..... Yes No

83 **K.** If any of the above questions are answered "Yes," briefly describe the details.

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

85 \_\_\_\_\_

86 \_\_\_\_\_

87 \_\_\_\_\_

88 \_\_\_\_\_

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

90 **A.** Have any soil analysis tests for sanitary systems been performed? ..... Yes No

91 If "Yes," When? \_\_\_\_\_ By Whom? \_\_\_\_\_

92 Results: \_\_\_\_\_

93 **B.** Do any of the following exist within the Property?

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

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

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

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

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

99 **C.** Are any of the following existing at the boundary of the Property?

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

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

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

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

104 **D.** Have any utility access charges been paid? .....Yes No

105 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*): \_\_\_\_\_  
 122 \_\_\_\_\_  
 123 \_\_\_\_\_

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," requires disclosure to potential lessees and requires*  
 128 *Buyers of real estate must be informed of matters. Form MR DSC-5000 ("Disclosure of Information*  
 129 *Methamphetamine/Controlled Substances") can be completed along with this disclosure.*  
 130 **B.** Are there any other factors that could significantly and negatively impact the Property (such as legal claims,  
 131 lawsuits, government notices of violations, proposed zoning or street changes, potential condemnation, or  
 132 neighborhood noise/issues)? .....  Yes  No  
 133 *If "Yes," briefly describe the details.  (check box if additional pages are attached) \_\_\_\_\_*  
 134 \_\_\_\_\_  
 135 \_\_\_\_\_  
 136 \_\_\_\_\_

137 **SELLER'S ACKNOWLEDGMENT**  
 138 The Seller states that the details in this Disclosure Statement are true and complete to the best of their knowledge as  
 139 of the date signed. This statement is not meant to serve as any type of warranty or guarantee. The Seller permits the  
 140 listing broker to share this information with potential buyers and their real estate agents.

141 \_\_\_\_\_  
 143 **Seller** **Date** **Seller** **Date**  
 144 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

145 **BUYER'S ACKNOWLEDGEMENT**  
 146 1. I acknowledge that the details in this form are based solely on the Seller's actual knowledge, and that the  
 147 Seller has made a genuine effort to disclose all requested information as accurately as possible.  
 148 2. I understand that the Property is being sold to me without any warranties or guarantees from the Seller or  
 149 any real estate agent regarding its condition.  
 150 3. I acknowledge my right to independently inspect the Property and have been clearly advised to use  
 151 professional inspectors to evaluate the Property and any related conditions as I see necessary.  
 152 4. I understand that neither the Seller nor any real estate agent is a specialist in identifying or fixing physical  
 153 issues with the Property.  
 154 5. I acknowledge that I am not relying on any statements about the Property from the Seller or any real  
 155 estate agent unless those statements are clearly documented in writing and signed.

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