

SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(If the property includes improvements, this form should be used along with the corresponding Seller's Disclosure and Property Condition Addendum)

SELLER (Indicate Marital Status): _____

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) _____

Approximate date SELLER purchased Property: _____. Property is currently zoned as _____.

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections 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 Broker(s) or their licensees.

3. WATER SOURCE.

- a. Is there a water source on or to the Property? Yes ☐ No ☐
☐ Public ☐ Private ☐ Well ☐ Cistern ☐ None ☐ Other _____
If well, state type _____ depth _____ diameter _____ age _____
Has water been tested? Yes ☐ No ☐
- b. Other water systems and their condition: _____
- c. Is there a water meter on the Property? Yes ☐ No ☐
- d. Is there a rural water certificate? Yes ☐ No ☐
- e. Other applicable information: _____

If any of the answers in this section are "Yes", explain in detail or attach documentation: _____

4. GAS/ELECTRIC.

- a. Is there electric service on the Property? Yes ☐ No ☐
If "Yes", is there a meter? N/A ☐ Yes ☐ No ☐
- b. Is there gas service on the Property? Yes ☐ No ☐
If "Yes", what is the source? _____
- c. Are you aware of any additional costs to hook up utilities? Yes ☐ No ☐
- d. Other applicable information: _____

If any of the answers in this section are "Yes", explain in detail or attach documentation: _____

52 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**

- 53 a. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed**
54 to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☐
55 b. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☐
56 c. Any neighbors complaining Property causes drainage problems? Yes ☐ No ☐
57 d. The Property having had a stake survey? Yes ☐ No ☐
58 e. Any boundaries of the Property being marked in any way? Yes ☐ No ☐
59 f. Having an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☐
60 g. Any fencing/gates on the Property? Yes ☐ No ☐
61 If "Yes", does fencing/gates belong to the Property? Yes ☐ No ☐
62 h. Any encroachments, boundary line disputes, or non-utility
63 easements affecting the Property? Yes ☐ No ☐
64 i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
65 problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☐
66 j. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☐
67 k. Other applicable information: _____
68 _____

69 **If any of the answers in this section are "Yes" explain in detail or attach all warranty information and**
70 **other documentation:** _____
71 _____
72 _____
73 _____

74 **6. SEWAGE.**

- 75 a. Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☐
76 If "Yes", are they:
77 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool
78 ☐ Lagoon ☐ Grinder Pump ☐ Other _____
79 If applicable, when last serviced? _____
80 By whom? _____
81 Approximate location of septic tank and/or absorption field: _____
82 _____
83 Has Property had any surface or subsurface soil testing related to installation
84 of sewage facility? N/A ☐ Yes ☐ No ☐
85 b. Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☐
86

87 **For any 'Yes' responses in this section, please provide a thorough explanation and include any applicable**
88 **warranties or related documentation:** _____
89 _____
90 _____
91 _____

92 **7. TENANT RIGHTS AND LEASEHOLD INTERESTS, INCLUDING OIL AND GAS AGREEMENTS.**

93 **(Select and fill in all relevant box(es))**

- 94 a. Are there leasehold interests in the Property? Yes ☐ No ☐
95 If "Yes", complete the following:
96 Lessee is: _____
97 Contact number is: _____
98 Seller is responsible for: _____
99 Lessee is responsible for: _____
100 Split or Rent is: _____
101 Agreement between Seller and Lessee shall end on or before: _____
102 ☐ **Copy of Lease is attached.**

- b. Are there tenant's rights in the Property? Yes ☐ No ☐
If "Yes", complete the following:
Tenant/Tenant Farmer is: _____
Contact number is: _____
Seller is responsible for: _____
Tenant/Tenant Farmer is responsible for: _____
Split or Rent is: _____
Agreement between Seller and Tenant shall end on or before: _____
☐ **Copy of Agreement is attached.**
- c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☐
If "Yes", explain: _____

8. Rights to Minerals (subject to any overriding local, state, or federal regulations)

- ☐ Pass unencumbered with the land to the Buyer.
☐ Remain with the Seller.
☐ Have been previously assigned as follows: _____

9. Rights to Water (unless otherwise governed by local, state, or federal law).

- ☐ Pass unencumbered with the land to the Buyer.
☐ Remain with the Seller.
☐ Have been previously assigned as follows: _____

10. CROPS (planted at time of sale).

- ☐ Pass with the land to the Buyer.
☐ Remain with the Seller.
☐ Have been previously assigned as follows: _____

11. GOVERNMENT PROGRAMS.

- a. Are you currently participating, or do you intend to participate, in any government farm program? Yes ☐ No ☐
b. Are you aware of any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach documentation: _____

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground storage tanks on or near Property? Yes ☐ No ☐
b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☐
If "Yes", what is the location? _____
c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes ☐ No ☐
d. Any disposal of any hazardous waste products, chemicals, polychlorinated biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or insulation on the Property or adjacent property? Yes ☐ No ☐
e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers in wet areas)? Yes ☐ No ☐
f. Any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☐

- g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☐
- h. Any other environmental conditions on the Property or adjacent properties? Yes ☐ No ☐
- i. Any tests conducted on the Property? Yes ☐ No ☐

If any of the answers in this section are "Yes" explain in detail or attach documentation: _____

13. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☐
- b. Any violation of laws or regulations affecting the Property? Yes ☐ No ☐
- c. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☐
- d. Any litigation or settlement pertaining to the Property? Yes ☐ No ☐
- e. Any current/pending bonds, assessments, or special taxes that apply to the Property? Yes ☐ No ☐
- f. Any burial grounds on the Property? Yes ☐ No ☐
- g. Any abandoned wells on the Property? Yes ☐ No ☐
- h. Any public authority contemplating condemnation proceedings? Yes ☐ No ☐
- i. Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? Yes ☐ No ☐
- j. Any condition or proposed change in surrounding area or received any notice of such? Yes ☐ No ☐
- k. Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? Yes ☐ No ☐
- l. Any unrecorded interests affecting the Property? Yes ☐ No ☐
- m. Anything that would interfere with passing clear title to the Buyer? Yes ☐ No ☐
- n. The Property being subject to a right of first refusal? Yes ☐ No ☐
- If "Yes", number of days required for notice: _____
- o. The Property subject to a Homeowner's Association fee? Yes ☐ No ☐
- p. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☐
- q. Any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach documentation: _____

14. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: _____	Phone # _____
Gas Company Name: _____	Phone # _____
Water Company Name: _____	Phone # _____
Other: _____	Phone # _____

15. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☐

If "Yes", list: _____

At closing, Seller will provide access codes or reset items to factory settings.

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If attached, # _____ of pages).**

REVIEW THE TERMS THOROUGHLY BEFORE SIGNING. ONCE SIGNED BY ALL PARTIES, THIS DOCUMENT FORMS A LEGALLY BINDING AGREEMENT. IF UNCLEAR, SEEK LEGAL ADVICE PRIOR TO SIGNING.

SELLER	DATE	SELLER	DATE
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BUYER’S CONFIRMATION AND CONSENT

- 1. I acknowledge and agree that the information provided in this form is based solely on what the SELLER knows, and SELLER is only required to make a genuine effort to fully disclose the requested information.
- 2. I understand that this Property is being sold to me without any warranties or guarantees regarding its condition or value from the SELLER, Broker(s), or Licensees.
- 3. I agree to verify any information provided by the SELLER or Broker(s), including details from the Multiple Listing Service, through my own independent investigation. I have been advised to have the Property inspected by qualified professionals. I take responsibility for ensuring the Property is suitable for my intended use.
- 4. I acknowledge that neither the SELLER nor the Broker(s) are experts in identifying or repairing physical defects in the Property.
- 5. I confirm that no important statements regarding the condition or value of the Property, except as clearly outlined in writing and signed by the SELLER or Broker(s), are being relied upon by me.

BUYER	DATE	BUYER	DATE
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