

Survey Rider

This document may have legal effects. If unsure, consult your attorney.

All terms defined in the Contract are applicable to this Survey Rider ("Rider"). Unless specifically modified herein, the provisions of the Contract remain fully effective. In case of any conflict between the terms of this Rider and those of the Contract, the terms of this Rider will take precedence. MSC-2500 (Survey Order Form) may be used to assist in ordering the Survey.

In reference to and as part of the Contract between the undersigned Seller and Buyer, regarding Property located at

Street Address City MO Zip Code County

the parties agree as follows:

Buyer has the right to examine a "Survey" of the Property (as defined below) to verify its legal description and identify any defects, encroachments, overlaps, boundary or acreage discrepancies, or other issues that may be revealed. Seller agrees to allow reasonable access to the Property for this purpose.

1. The finished Survey should be (select one):

☐ A. provided by Seller to Buyer within ____ days (25 if none stated) after the Effective Date.

☐ B. ordered by Buyer.

2. The cost of the Survey is to be paid by (check one):

☐ a. Buyer

☐ b. Seller

☐ c. Buyer and Seller, cost split 50/50 by parties

3. The type of survey/elevation certificate (the "Survey") to be acquired is (select the relevant box(es) below):

☐ **PROPERTY BOUNDARY SURVEY AND PLACEMENT OF IMPROVEMENTS.** A boundary survey of the property will be conducted, with the property corners located, verified or reset, staked, and marked. The existing improvements on the property will be identified, and any encroachments onto or from the property will be assessed. This survey will meet the "Minimum Standards for Property Boundary Surveys" as established by the State of Missouri.

☐ **PROPERTY BOUNDARY SURVEY EXCLUDING IMPROVEMENT LOCATION.** A boundary survey of the property will be conducted, with the property corners located, verified or reset, staked, and marked. The existing improvements on the property will not be identified. Any encroachments onto or from the property will be assessed. This survey will adhere to the "Minimum Standards for Property Boundary Surveys" set by the State of Missouri.

☐ **SURVEYOR'S REAL PROPERTY REPORT (SRPR).** This involves identifying the location of improvements and performing a preliminary check for encroachments onto or from the property, based on existing, unverified evidence. It does not qualify as a boundary survey and may be subject to inaccuracies that a future boundary survey could reveal. **No property markers or corners will be placed, and it should not be used or relied upon for the placement of any fence, structure, or other improvement.** No warranty, either express or implied, is provided to the current or future owner or occupant.

☐ **FLOODPLAIN CERTIFICATION.** A document that specifies the building's location, lowest elevation point, flood zone designation, and any other details mandated by the Federal Emergency Management Agency ("FEMA").

The Survey chosen above will be provided by (name of company)

Note: If not filled in, the party requesting or arranging the Survey may choose the surveying company to complete the work

38 4. If Box 1A is selected, Buyer has _____ days (5 days if left blank) to review the Survey upon receipt (the "**Survey**
39 **Review Period**") and provide Notice to Seller of any objections to items shown or referenced in the Survey ("**Survey**
40 **Objections**"). If Box 1B is selected, Buyer has _____ days (30 days if left blank) from the Effective Date (which will be
41 considered the "**Survey Review Period**") to review all such items and submit Notice of any Survey Objections to
42 Seller. **Note:** MSC-2065N (Survey Notice) may be used to assist in delivering any Survey Objections.
43

44 If Buyer raises objections within the required time, Buyer must also provide Seller with a full copy of the Survey related
45 to the Survey Objections. Seller has _____ days (7 days if left blank) after receiving Buyer's Survey Objections to
46 agree in writing to make the necessary corrections, at Seller's expense, before Closing. If Seller does not agree to
47 make the corrections, the Contract will automatically terminate, unless Buyer, within _____ additional days (3 days if
48 left blank) after receiving Seller's response to Buyer's Survey Objections, agrees in writing to accept the Survey as-is
49 without any corrections or the parties reach a mutually acceptable resolution. **Note: If Seller does not respond to**
50 **Buyer's Survey Objections within the specified time, Seller will be considered to have refused to make any**
51 **corrections.** If the Contract is terminated under this section, the Earnest Money will be refunded to Buyer (subject to
52 §8). If any Survey Objection results in an issue with marketable title, Seller will be responsible for any survey, title,
53 inspection, and appraisal costs or fees incurred by Buyer.

54 ☐ **Mark the box if extra signatures are required and include the Additional Signature Page (MSC-5070).**

55	_____	_____
56	BUYER	SELLER
	Date	Date
57	_____	_____
58	<i>Print Name</i>	<i>Print Name</i>
59	_____	_____
60	BUYER	SELLER
	Date	Date
61	_____	_____
62	<i>Print Name</i>	<i>Print Name</i>