



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 **0 Ables Road** **Sikeston** **MO** **63801** **Scott**
3 **Street Address** **City** **Zip Code** **County**

4 **88**

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

6 **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.**

7 **SELLER:** Please complete the following form, including past history and known problems. Do not leave any spaces
8 blank. If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in the blank. The
9 following statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure of
10 the history and condition of the Property gives you the best protection against potential charges that you violated a
11 legal disclosure obligation to a Buyer. Your answers (or the answers you fail to provide, either way) may have legal
12 consequences, even after closing a transaction. This form should help you meet your disclosure obligations, but it
13 may not cover all aspects of the Property. If you know of or suspect some condition which may negatively affect
14 the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physical
15 condition or material defects in the Property or title thereto), then you should describe that condition and attach
16 additional pages if more space is required.

17 **BUYER:** Since these disclosures are based on Seller's actual knowledge, you cannot be sure that there are, in
18 fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller
19 are limited to the Property and are not warranties of its condition. You should condition your offer on a professional
20 inspection(s) of the Property or any off-site conditions as you deem necessary. Conditions of the Property that you
21 can see on a reasonable inspection and/or that are disclosed herein should either be taken into account in setting
22 the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract.
23 **IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS**
24 **DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT**
25 **CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE**
26 **SALE CONTRACT.**

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

28 A. When did you purchase the Property? 2018-2019 Yes No

29 B. Has the Property been surveyed? Yes No
30 Year surveyed _____

31 C. What company or person performed the survey?
32 Name _____ Phone _____

33 D. If this is platted land, has a certificate of survey been completed? Yes No
34 If "Yes," by whom? _____ When? May be on 10 Acres

35 E. Has the plat been recorded in the land records? Yes No
36 If "Yes," Plat Book # _____ Page # _____

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

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

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

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

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

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

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

44 M. If any of questions 1.F through 1.L are answered "Yes," briefly describe the details.
45 (check box if additional pages are attached) _____

46 _____
47 _____
48 _____
49 _____
50 _____
51 _____

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)?
80 *Note: if "Yes", § 260.213 RSMo requires Seller to disclose the location of the site, and Buyer should
81 be aware that Buyer may be held liable to the State for remedial action* Yes No
82 F. Have any soil tests been performed? *for Crop Needs* 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 _____
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?
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: _____ *maybe*

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 No

118 If "Yes," complete the following:

119 _____ total acres put in WRP _____ last year of participation

120 _____ per acre bid in _____ enrollment year _____ annual payment

121 C. Other Programs (identify any other federal, state or local farm loan, price support or subsidy programs in
122 which the Property currently participates): _____
123 _____
124 _____

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

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

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

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

134 If "Yes," briefly describe the details. (check box if additional pages are attached)
135 _____
136 _____
137 _____

138 **SELLER'S ACKNOWLEDGMENT**

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

143  10-1-2018  10-1-2018 Date

144 Seller

Date

Seller

145 Print Name: Gemeinhardt Seeds, Inc

Print Name: _____

146 **BUYER'S ACKNOWLEDGEMENT**

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

149 2. This Property is being sold to me without warranties or guaranties of any kind by Seller or any real estate
150 licensee concerning the Property.

151 3. I understand I have the right to independently investigate the Property. I have been specifically advised to
152 have the Property and any other conditions examined by professional inspectors as I deem fit.

153 4. I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical
154 defects in the Property.

155 5. I acknowledge that there are no representations concerning the Property made by Seller or any real estate
156 licensee on which I am relying except as may be fully set forth in writing and signed by them.

157

Buyer Print Name: _____	Date	Buyer Print Name: _____	Date
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