



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 Hwy NN _____ Elsberry _____ MO 63343 _____ Lincoln _____
3 **Street Address** **City** **Zip Code** **County**
4 22 _____ 51N _____ R2E _____ 39.776 _____
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**
7 **kind by Seller or any real estate licensee involved in this transaction, and is not a substitute for any**
8 **inspection or warranty a Buyer may wish to obtain. Real estate licensees involved in this transaction do**
9 **not inspect the Property for defects or guarantee the accuracy of any information provided herein.**

10 **SELLER:** Please complete the following form, including past history and known problems. Do not leave any spaces
11 blank. If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in the blank. The
12 following statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure of
13 the history and condition of the Property gives you the best protection against potential charges that you violated a
14 legal disclosure obligation to a Buyer. Your answers (or the answers you fail to provide, either way) may have legal
15 consequences, even after closing a transaction. This form should help you meet your disclosure obligations, but it
16 may not cover all aspects of the Property. If you know of or suspect some condition which may negatively affect
17 the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physical
18 condition or material defects in the Property or title thereto), then you should describe that condition and attach
19 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
21 fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller
22 are limited to the Property and are not warranties of its condition. You should condition your offer on a professional
23 inspection(s) of the Property or any off-site conditions as you deem necessary. Conditions of the Property that you
24 can see on a reasonable inspection and/or that are disclosed herein should either be taken into account in setting
25 the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract.
26 **IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS**
27 **DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT**
28 **CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE**
29 **SALE CONTRACT.**

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

- 31 A. When did you purchase the Property? 2013
- 32 B. Has the Property been surveyed? ☒ Yes ☐ No
33 Year surveyed 2013 (8-2-2013)
- 34 C. What company or person performed the survey?
35 Name TRI-COUNTY SURVEY - DON "TEC" LARR Phone 314-523-6585?
- 36 D. If this is platted land, has a certificate of survey been completed? ☒ Yes ☐ No
37 If "Yes," by whom? TRI-COUNTY SURVEY 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? see note below ☐ 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)

49 **NOTE:** My neighbor Brian Reutch and I are friends and do favors
50 for each other. I allow him to drive across the upper corner of
51 my property for convenience of us both. It's a gentlemen's agreement with
nothing in writing and no permanent rights given or implied.

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

- A. Do any of the following exist regarding the Property:
- (1) Subdivision or other recorded indentures, covenants, conditions or restrictions? ☐ Yes ☒ No
- (2) A right of first refusal to purchase? ☐ Yes ☒ No
- (3) Variances, special use permits or other zoning restrictions specific to this Property? ☐ Yes ☒ No
- (4) Have any mineral rights been severed or transferred? ☐ Yes ☒ No
- B. Have you ever received notice from any person or authority of a breach of any of the above? ☐ Yes ☒ No
- C. Are there any farming or crop-share agreement rights in the Property? ☐ Yes ☒ No
- D. Are there any animal feeding operations ("AFO") or concentrated animal feeding operations ("CAFO") at the Property? (if "Yes", please identify Class size and any permits issued below) ☐ Yes ☒ No
- E. Are there any gas & oil leases or other severed or transferred mineral rights (clay, etc.)? ☐ Yes ☒ No
- F. Are there any leasehold interests or tenant rights in the Property? ☐ Yes ☒ No
- G. If any of the above questions are answered "Yes," briefly describe the details.
☐ (check box if additional pages are attached)

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

- A. Are there any structures, improvements or personal property available for sale? ☒ Yes ☐ No
- Are there any problems or defects with any of these items? ☒ Yes ☐ No
- B. Are there any operating or abandoned oil wells or buried storage tanks on the Property? ☐ Yes ☒ No
- C. Is there any hazardous or toxic substance in or on the Property? (including but not limited to lead in the soils)? ☐ Yes ☒ No
- D. Are there any Phase I or other environmental reports regarding the Property? ☐ Yes ☒ No
- E. Is there a solid waste disposal site or demolition landfill on the Property (whether permitted or unpermitted)? ☒ Yes ☐ No
- Note: if "Yes", §260.213 RSMo requires Seller to disclose the location of the site, and Buyer should be aware that Buyer may be held liable to the State for remedial action.**
- F. Have any soil tests been performed? ☐ Yes ☒ No
- G. Does the Property have any fill? ☐ Yes ☒ No
- H. Are there any settling or soil movement problems on this Property? ☐ Yes ☒ No
- I. Is there any infestation, rot or disease in the trees on the Property? ☐ Yes ☒ No
- J. Is any part of the Property located in a "wetlands area" designated by the Natural Resources Conservation Service ("NRCS") or Farm Service Authority ("FSA")? ☐ Yes ☒ No
- K. If any of the above questions are answered "Yes," briefly describe the details.
☐ (check box if additional pages are attached)

4. UTILITIES. To the best of your knowledge:

- A. Have any soil analysis tests for sanitary systems been performed? ☐ Yes ☒ No
- If "Yes," When? By Whom? Results: *least 15 hours since then. Work was done by Case IH dealer in Troy.*
- B. Do any of the following exist within the Property?
- | | |
|--|--|
| (1) Connection to public water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (5) Connection to shared sewer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (2) Connection to public sewer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (6) Private Sewer/Septic tank/Lagoon? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (3) Connection to private water system off Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (7) Connection to electric utility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (4) Connection to shared water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (8) Connection to natural gas service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | (9) A water well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
- C. Are any of the following existing at the boundary of the Property?
- | | |
|---|--|
| (1) Public water system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (5) Electric Service Access? <i>???</i> <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) Public sewer system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (6) Natural gas access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (3) Shared water system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (7) Telephone system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (4) Shared sewer system access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (8) Other: <i>???</i> |
- D. Have any utility access charges been paid? ☐ Yes ☒ No
- 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," §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) _____
134 _____
135 _____
136 _____

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 H. Leicht 14 Oct 2023 _____
143 Seller Date Seller Date
144 Print Name: Michael Henry Leicht Print Name: _____

145 **BUYER'S ACKNOWLEDGEMENT**

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

156 _____
157 Buyer Date Buyer Date
158 Print Name: _____ Print Name: _____

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