

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 | | dden Valley Dr | Wildwood | МО | 63025 | St. Louis |
|--|---|--|--|--|--|--|
| 3 | Street | Address | City | | Zip Code | County |
| 4 | | | 27V140096 | | 4.25 | |
| 5 | Section | n Township Range | Parcel No(s). | Farm No(s) | # of Ac | cres (more or less) |
| 6 7 8 9 | kind b inspec | y Seller or any real es tion or warranty a Buye | ay assist a Buyer in evalua state licensee involved in a er may wish to obtain. Rea efects or guarantee the acc | this transaction, al estate licensees | and is <u>not</u> a s involved in | substitute for any this transaction do |
| 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 | not inspect the Property for defects or guarantee the accuracy of any information provided herein. SELLER: Please complete the following form, including past history and known problems. <u>Do not leave any space</u> <u>blank</u>. If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in the blank. The following statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure the history and condition of the Property gives you the best protection against potential charges that you violated legal disclosure obligation to a Buyer. Your answers (or the answers you fail to provide, either way) may have legg consequences, even after closing a transaction. This form should help you meet your disclosure obligations, but may not cover all aspects of the Property. If you know of or suspect some condition which may negatively affer the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physic condition are space is required. BUYER: Since these disclosures are based on Seller's actual knowledge, you cannot be sure that there are, fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller are limited to the Property and are not warranties of its condition. You should condition your offer on a profession inspection(s) of the Property and or end/or that are disclosed herein should either be taken into account in settir the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THE DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE SALE. | | | | not leave any spaces n") in the blank. The truthful disclosure of es that you violated a way) may have legal ure obligations, but it hay negatively affect tal hazards, physical condition and attach ure that there are, in ents made by Seller fer on a professional the Property that you to account in setting of the sale contract. CT, AND NOT THIS I.E. IF YOU EXPECT | |
| 30 | 1. SUR | VEY, EASEMENTS, FLO | OODING. To the best of your | knowledge: | | |
| 31 | | When did you purchase | | 5 | | |
| 32 | | | surveyed? | | | |
| 33 | | Year surveyed | , | | | |
| 34 | C. | What company or perso | on performed the survey? | | | |
| 35 | | Name | | | PI | none |
| 36 | D. | If this is platted land, ha | s a certificate of survey been | completed? | | Yes No |
| 37 | | If "Yes," by whom? | | | W | hen? |
| 38 | Ε. | | ded in the land records? | | | |
| 39 | | If "Yes," Plat Book #909 | | | | |
| 40 | | | ments or boundary line disput | | | □Yes ☑ No |
| 41 | G. | | ts other than utility or drainag | | | |
| 42 | Н. | | ignated flood plain or floodwa | | | |
| 43 | I. | | ertificate regarding the Prope | | | |
| 44 | J. | Has there ever been a f | flood at the Property? | | | |
| | Κ. | | Irainage problems affecting th | | | |
| 45 | L. | | ed flood insurance? | | | Yes 🗹 No |
| 46 | | 17 7 | | | | |
| 46 47 | М. | | through 1.L are answered "Y | | | |
| 46 47 48 | | (check box if additio | onal pages are attached) G. Ro | | | t - recorded St. Louis |
| 46 47 48 49 | | | onal pages are attached) G. Ro | | | t - recorded St. Louis |
| 46 47 48 | | (check box if additio | onal pages are attached) G. Ro | | | t - recorded St. Louis |

| 52 | 2. | USE | RIGHTS AND OTHER RESTRICTIONS. To the best of your knowledge: |
|-----|----|------------|---|
| 53 | | Α. | Do any of the following exist regarding the Property: |
| 54 | | | (1) Subdivision or other recorded indentures, covenants, conditions or restrictions? |
| 55 | | | (2) A right of first refusal to purchase? |
| 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 | | В. | 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? |
| 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) |
| 62 | | E. | Are there any gas & oil leases or other severed or transferred mineral rights (clay, etc.)? |
| 63 | | F. | Are there any leasehold interests or tenant rights in the Property? |
| 64 | | | If any of the above questions are answered "Yes," briefly describe the details. |
| | | G. | |
| 65 | | | (check box if additional pages are attached) A (1) Declaration of Restrictions - recorded St. Louis County (Book |
| 66 | | 909 | 6/Page 1634), Road Maintenance Easement Agreement - recorded St. Louis County (Book 9096/Page 1613 & Book |
| 67 | | 952 | 2/Page 1968) |
| | | | |
| 68 | | | |
| 69 | | | |
| 70 | | | |
| | 2 | ~~~ | |
| 71 | J. | | NDITION OF THE PROPERTY. To the best of your knowledge: |
| 72 | | А. | Are there any structures, improvements or personal property available for sale? |
| 73 | | | Are there any problems or defects with any of these items? |
| 74 | | В. | Are there any operating or abandoned oil wells or buried storage tanks on the Property? |
| 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? |
| 78 | | F | Is there a solid waste disposal site or demolition landfill on the Property (whether permitted or |
| | | _ . | unpermitted)? |
| 79 | | | |
| 80 | | | Note: if "Yes", <u>§260.213 RSMo</u> requires Seller to disclose the location of the site, and |
| 81 | | | Buyer should be aware that Buyer may be held liable to the State for remedial action |
| 82 | | F. | Have any soil tests been performed?□Yes ☑No |
| 83 | | G. | Does the Property have any fill?□Yes ☑No |
| 84 | | | Are there any settling or soil movement problems on this Property? |
| 85 | | Ι. | Is there any infestation, rot or disease in the trees on the Property? |
| 86 | | J. | |
| | | | |
| 87 | | | rvice ("NRCS") or Farm Service Authority ("FSA")? |
| 88 | | κ. | 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. | UT | ILITIES. To the best of your knowledge: |
| 95 | | | Have any soil analysis tests for sanitary systems been performed? |
| | | | |
| 96 | | | · · · · · · · · · · · · · · · · · · · |
| 97 | | | Results: |
| 98 | | В. | Do any of the following exist within the Property? |
| 99 | | | (1) Connection to public water? Yes Vo (5) Connection to shared sewer? |
| 100 | | | (2) Connection to public sewer? Yes Vo (6) Private Sewer/Septic tank/Lagoon? |
| 101 | | | (3) Connection to private water (7) Connection to electric utility? |
| | | | |
| 102 | | | system off Property? |
| 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? |
| 106 | | | (2) Public sewer system access? \Box Yes \blacksquare No (6) Natural gas access? \blacksquare Yes \Box No |
| 107 | | | (3) Shared water system access \square Yes \square No (7) Telephone system access? \square Yes \square No |
| | | | |
| 108 | | - | (4) Shared sewer system access □Yes ☑No (8) Other: Cable/Internet |
| 109 | | D. | Have any utility access charges been paid? |
| 110 | | | If "Yes," which charges have been paid? |
| | | | |

| 111 112 113 | 5. | FEDERAL/STATE/LOCAL FARM PROGRAMS. To the best of your knowledge: A. Is Property enrolled in CRP (Conservation Reserve Program)? | | | | |
|-------------------|----|---|----------------------------------|-----------------------------|--|--|
| 114 | | total acres put in CRP las las per acre bid in er | st year of participation | | | |
| 115 | | B. Is Property enrolled in WRP (Wetlands Reserve Property enrolled | nrollment year | annual payment | | |
| 116 | | B. Is Property enrolled in WRP (Wetlands Reserve Property enrolled in WRP (Wetlands Reserve) | ogram)? | DYes ⊠ No | | |
| 117 | | If "Yes," complete the following: | | | | |
| 118 | | | st year of participation | | | |
| 119 | | per acre bid in er | nrollment year | annual payment | | |
| 120 | | C. Other Programs (identify any other federal, state o | or local farm loan, price suppo | rt 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 methamphe | | | | |
| 126 | | person convicted of a crime involving any controlled | d substance related thereto? | Yes ⊠ No | | |
| 127 | | If "Yes," <u>§441.236 RSMo</u> requires disclosure | to potential lessees and § | 442.606 RSMo requires | | |
| 128 | | disclosure to purchasers of real estate. MR For | rm DSC-5000 ("Disclosure of | f Information Regarding | | |
| 129 | | Methamphetamine/Controlled Substances") ma | ay be filled out in conjunction | n with these matters. | | |
| 130 | | B. Is there anything else that may materially and adver | rsely affect the Property (e.g., | pending claims, litigation, | | |
| 131 | | notice from a governmental authority of violation o | | | | |
| 132 | | changes, threat of condemnation, neighborhood no | | | | |
| 133 | | If "Yes," briefly describe the details. \Box (<i>check box</i> | | | | |
| | | | In additional pages are attach | | | |
| 134 | | | | | | |
| 135 | | | | | | |
| 136 | | | | | | |
| 137 | SF | ELLER'S ACKNOWLEDGMENT | | | | |

138 Seller represents that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge as of the date of Seller's signature below. Seller does not intend this Disclosure Statement to 139 140 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 | Theodore K. Farrar | dotloop verified 05/13/24 11:31 AM PDT S2YR-NPTI-HPYV-WBIL | Kay Farrar | dotloop verified 05/13/24 11:26 AM PDT 4LTS-UHLU-VBV6-SKBV |
|-----|-------------------------------|--|------------------------|--|
| 143 | Seller | Date | Seller | Date |
| | Print Name: Theodore K Farrar | 5/13/24 | Print Name: Kay Farrar | 5/13/24 |

145 **BUYER'S ACKNOWLEDGEMENT**

146

147

154

155

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

- 2. This Property is being sold to me without warranties or guaranties of any kind by Seller or any real estate 148 149 licensee concerning the Property.
- 3. I understand I have the right to independently investigate the Property. I have been specifically advised to 150 have the Property and any other conditions examined by professional inspectors as I deem fit. 151
- 152 4. I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical defects in the Property. 153
 - 5. I acknowledge that there are no representations concerning the Property made by Seller or any real estate 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: | |

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this document, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this document be made. Last Revised 12/31/18. ©2018 Missouri REALTORS®