



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER** (Indicate Marital Status): _____ Tyler Hugh Faulds and Angela Faulds (AMC)
2
3
4

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

7 _____ Cass County Parcel ID # 15-09-29-000-000-005.001
8
9

10 Approximate date SELLER purchased Property: _____ Property is
11 currently zoned as _____
12

13 **1. NOTICE TO SELLER.**

14 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets
15 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any
16 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in
17 civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures.
18 Licensee(s), prospective buyers and buyers will rely on this information.
19

20 **2. NOTICE TO BUYER.**

21 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a
22 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by
23 SELLER or a warranty or representation by the Broker(s) or their licensees.
24

25 **3. WATER SOURCE.**

26 a. Is there a water source on or to the Property? Yes No
27 Public Private Well Cistern None Other _____
28 If well, state type _____ depth _____

29 Has water been tested? Yes No

30 b. Other water systems and their condition: _____

31 c. Is there a water meter on the Property? Yes No

32 d. Is there a rural water certificate? Yes No

33 e. Other applicable information: _____
34
35

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

37 _____
38
39

40 **4. GAS/ELECTRIC.**

41 a. Is there electric service on the Property? Yes No
42 If "Yes", is there a meter? N/A Yes No

43 b. Is there gas service on the Property? Yes No
44 If "Yes", what is the source? _____

45 c. Are you aware of any additional costs to hook up utilities? Yes No

46 d. Other applicable information: _____
47
48

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

50 _____
51

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- 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

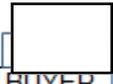
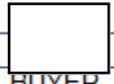
If any of the answers in this section are "Yes" explain in detail or attach all warranty information and other documentation:

- 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

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

- 92 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**
- 93 **(Check and complete applicable 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.**

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- 103 b. Are there tenant's rights in the Property? Yes No
- 104 If "Yes", complete the following:
- 105 Tenant/Tenant Farmer is: _____
- 106 Contact number is: _____
- 107 Seller is responsible for: _____
- 108 Tenant/Tenant Farmer is responsible for: _____
- 109 Split or Rent is: _____
- 110 Agreement between Seller and Tenant shall end on or before: _____
- 111 **Copy of Agreement is attached.**
- 112 c. Do additional leasehold interests or tenant's rights exist? Yes No
- 113 If "Yes", explain: _____
- 114 _____
- 115 _____

116 **8. MINERAL RIGHTS (unless superseded by local, state or federal laws).**

- 117 Pass unencumbered with the land to the Buyer.
- 118 Remain with the Seller.
- 119 Have been previously assigned as follows: _____
- 120 _____
- 121 _____

122 **9. WATER RIGHTS (unless superseded by local, state or federal laws).**

- 123 Pass unencumbered with the land to the Buyer.
- 124 Remain with the Seller.
- 125 Have been previously assigned as follows: _____
- 126 _____
- 127 _____

128 **10. CROPS (planted at time of sale).**

- 129 Pass with the land to the Buyer.
- 130 Remain with the Seller.
- 131 Have been previously assigned as follows: _____
- 132 _____
- 133 _____

134 **11. GOVERNMENT PROGRAMS.**

- 135 a. Are you currently participating, or do you intend to participate, in any government
- 136 farm program? Yes No
- 137 b. Are you aware of any interest in all or part of the Property that has been reserved
- 138 by previous owner or government action to benefit any other property? Yes No
- 139

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

141

144 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

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

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

160
161 **If any of the answers in this section are "Yes" explain in detail or attach documentation:**

162
163
164

165 **13. OTHER MATTERS. ARE YOU AWARE OF:**

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

187
188 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**

189
190
191
192

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

194 Electric Company Name: _____ Phone # _____

195 Gas Company Name: _____ Phone # _____

196 Water Company Name: _____ Phone # _____

197 Other: _____ Phone # _____

198
199 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

- 200 Any technology or systems staying with the Property? N/A Yes No
- 201 If "Yes", list:

202
203

204 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

205
206 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
207 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a
208 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this
209 information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly**
210 **notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**
211 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing,**
212 **of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If**
213 **attached, # _____ of pages).**

214

SELLER  Initials _____

BUYER  Initials 

214 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
215 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN
216 ATTORNEY BEFORE SIGNING.
217

218

	<i>Angela Faulds</i>
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222 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
223

- 224 1. I understand and agree the information in this form is limited to information of which SELLER has actual
225 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
226 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or
227 Licensees concerning the condition or value of the Property.
228 3. I agree to verify any of the above information, and any other important information provided by SELLER or
229 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent
230 investigation of my own. I have been specifically advised to have the Property examined by professional
231 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
232 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the
233 Property.
234 5. I specifically represent there are no important representations concerning the condition or value of the Property
235 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by
236 them.
237

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	DATE
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