



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 C. Property across road has an agreement to use well.

68 Can only have cattle waterer, if anything else is added

69 agreement is null.

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?..... 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 system off Property?..... Yes No (7) Connection to electric utility?.....Yes No
- 102 (4) Connection to shared water? Yes No (8) Connection to natural gas service?.....Yes No
- 103 (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: \_\_\_\_\_
- 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 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 Gary Jahnsen 9/7/20 \_\_\_\_\_ Rheannon Jahnsen 9-7-20 \_\_\_\_\_  
 143 Seller Date Seller Date  
 144 Print Name: Gary D. Jahnsen Print Name: Rheannon M. Jahnsen

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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