



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 0000 Co Rd 2030 CLIFTON HILL MO 65244 RANDOLPH
 3 Street Address City State Zip Code County

4 8 53N 15W 11-3.0-08.0-0.0-000-001.002 250
 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? June 2019
 32 B. Has the Property been surveyed? UNKNOWN ☐ Yes ☐ No

33 Year surveyed _____
 34 C. What company or person performed the survey?
 35 Name N/A Phone _____

36 D. If this is platted land, has a certificate of survey been completed? ☐ Yes ☒ No
 37 If "Yes," by whom? _____ 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? ☐ 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 We believe the property was surveyed, however it was not recorded.
 50

Reference _____

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)

AKA) 1/2 interest of mineral rights on 73 Acre parcel (WARRANTY DEED 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** ☐ Yes ☒ No
- 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)

3. (A) Newer Morton Building

4. UTILITIES. To the best of your knowledge:

- A. Have any soil analysis tests for sanitary systems been performed? N/A ☐ Yes ☐ No
- If "Yes," When? _____ By Whom? _____
- Results: _____
- B. Do any of the following exist within the Property?
- (1) Connection to public water? ☐ Yes ☒ No (5) Connection to shared sewer? ☐ Yes ☒ No
- (2) Connection to public sewer? ☐ Yes ☒ No (6) Private Sewer/Septic tank/Lagoon? ☐ Yes ☒ No
- (3) Connection to private water system off Property? ☐ Yes ☒ No (7) Connection to electric utility? ☒ Yes ☐ No
- (4) Connection to shared water? ☐ Yes ☒ No (8) Connection to natural gas service? ☐ Yes ☒ No
- (9) A water well? ☐ Yes ☒ No
- C. Are any of the following existing at the boundary of the Property?
- (1) Public water system access? ☒ Yes ☐ No (5) Electric Service Access? ☒ Yes ☐ No
- (2) Public sewer system access? ☐ Yes ☒ No (6) Natural gas access? ☐ Yes ☒ No
- (3) Shared water system access? ☐ Yes ☒ No (7) Telephone system access? ☒ Yes ☐ No
- (4) Shared sewer system access? ☐ Yes ☒ No (8) Other: _____
- D. Have any utility access charges been paid? N/A ☐ Yes ☐ No
- If "Yes," which charges have been paid? _____

Reference _____

5. FEDERAL/STATE/LOCAL FARM PROGRAMS. To the best of your knowledge:

A. Is Property enrolled in CRP (Conservation Reserve Program)? ☒ Yes ☐ No

If "Yes," complete the following:

191.70 total acres put in CRP 9/30/2022 last year of participation
per acre bid in _____ enrollment year \$19,272 annual payment

B. Is Property enrolled in WRP (Wetlands Reserve Program)? ☐ Yes ☒ No

If "Yes," complete the following:

_____ total acres put in WRP _____ last year of participation
per acre bid in _____ enrollment year _____ annual payment

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

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

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

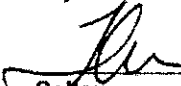
If "Yes," \$441,236 RSMo requires disclosure to potential lessees and \$442,606 RSMo requires disclosure to purchasers of real estate. MR Form DSC-5000 ("Disclosure of Information Regarding Methamphetamine/Controlled Substances") may be filled out in conjunction with these matters.

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

If "Yes," briefly describe the details. ☐ (check box if additional pages are attached) _____

SELLER'S ACKNOWLEDGMENT

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 be a warranty or guarantee of any kind. Seller authorizes the listing broker to provide this information to prospective buyers of the Property and to real estate licensees representing such buyers.

	<u>3/16/2020</u>		<u>3/16/2020</u>
Seller	Date	Seller	Date
Printed Name: <u>JUSTIN PARKER</u>		Printed Name: <u>ERICA PARKER</u>	

BUYER'S ACKNOWLEDGEMENT

- 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.
- This Property is being sold to me without warranties or guaranties of any kind by Seller or any real estate licensee concerning the Property.
- I understand I have the right to independently investigate the Property. I have been specifically advised to have the Property and any other conditions examined by professional inspectors as I deem fit.
- I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical defects in the Property.
- 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.

_____	_____	_____	_____
Buyer	Date	Buyer	Date
Printed Name: _____		Printed Name: _____	

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11-2
TCA

Recorded in Randolph County, Missouri



Recording Date/Time: 11/30/2018 at 11:25:47 AM

Instr #: 20183993

Book: 908 Page: 443

Type: WD

Pages: 2

Fee: \$27.00



GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 30 day of November, 2018, by and between

Howard E. Meyer, a married person

party of the first part, of Randolph County, State of Missouri, grantor(s), and

Joseph B. Kruse, a single person

party of the second part, of Randolph County, State of Missouri, grantee(s).

Grantee's mailing address is 3685 County Road 2130, Huntsville, MO 65259

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following Real Estate, situated in the County of Randolph and State of Missouri, to wit:

SEE LEGAL DESCRIPTION ON PAGE 2.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and their heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2018, and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

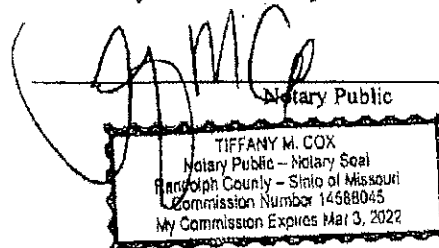
Howard E. Meyer

State of Missouri, County of Randolph, ss.

On this 30 day of November, 2018, before me personally appeared Howard E. Meyer, a married person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year first above written.

My term expires



Recording Date/Time: 05/31/2019 at 02:15:30 PM

Book: 915 Page: 2468

Instr #: 20191408

Pages: 2
Fee: \$27.00 S

Electronically Recorded
HNB National Bank - North



Mark Price
Recorder of Deeds

GENERAL WARRANTY

THIS DEED, Made and entered into this 31st day of May, 2019, by and between

Joseph D. Kruse, a single person
party of the first part, of Randolph County, State of Missouri, grantor(s), and

Justin R. Parker and Erien J. Parker, husband and wife
parties of the second part, of Randolph County, State of Missouri, grantee(s).

Grantee's mailing address is 5380 County Rd 409 Hannibal, Mo 63401

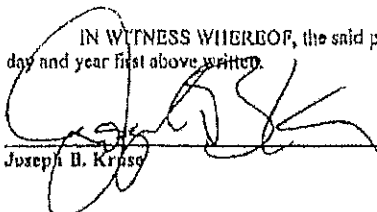
WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following Real Estate, situated in the County of Randolph and State of Missouri, to wit:

All of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter; the North Ten (10) acres, more or less, of the Northeast Quarter of the Southwest Quarter and the North Ten (10) acres, more or less, of the Northwest Quarter of the Southeast Quarter, all in Section Eight (8), Township Fifty-three (53) North, Range Fifteen (15) West. Also, all of the East Half of the Northeast Quarter of Section Eight (8), Township Fifty-three (53) North, Range Fifteen (15) West. All in Randolph County, Missouri. EXCEPT an undivided one-half interest in all oil, gas, coal and other minerals in, upon and under the above described land. ALSO EXCEPT, Ten (10) acres in the Northeast corner described as follows: Begin at the Northeast corner of said Northeast Quarter, thence West 522 feet, thence South 790 feet, thence East 522 feet to Section line, thence North 790 feet to the Point of Beginning. ALSO EXCEPT, that part conveyed in Warranty Deed recorded March 20, 2007, in Book 663 at page 143.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and their heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title in the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2019 and thereafter, and special taxes becoming a lien after the date of this deed.

8-53-15

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.



Joseph B. Kruso

State of Missouri)
 ~~Marion~~) ss.
County of ~~Randolph~~)

On this 31st day of May, 2019, before me personally appeared Joseph B. Kruso, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year first above written.

My term expires

3-19-21

