

LOT/LAND SELLER'S PROPERTY DISCLOSURE STATEMENT

1 This disclosure statement is designed to assist the Seller in providing information about the Property that is being transferred.
 2 This completed form constitutes the disclosure by the Seller. The information contained in the disclosure is the
 3 representation of the owner and not the representations of the listing real estate broker, the selling real estate broker and their
 4 respective licensees or sales persons, if any. This is not a warranty or a substitute for any professional inspections or
 5 warranties that the Buyer may wish to obtain. **Buyers and Sellers should be aware that any sales agreement executed**
 6 **between the parties will supersede this form as to any obligations on the part of the Seller to correct items identified**
 7 **below and/or the obligation of the Buyer to accept such items "AS IS."**

INSTRUCTIONS TO THE SELLER

8 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 9 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 10 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

11 PROPERTY ADDRESS _____ CITY _____

12 SELLER'S NAME(S) _____

13 DATE SELLER ACQUIRED THE PROPERTY _____

14 IF THE ANSWER TO ANY OF THE QUESTIONS LISTED BELOW IS "YES", PLEASE EXPLAIN IN DETAIL IN THE
 15 "ADDITIONAL EXPLANATIONS" SECTION.

	YES	NO	UNKNOWN
16 1. SOIL, TREES, DRAINAGE AND BOUNDARIES:			
17 (a) Is there or will there be any fill (other than foundation backfill) on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 (b) Are there mine shafts or wells (in use or abandoned)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19 (c) Are you aware of any past or present sliding, settling, earth movement, upheaval 20 or earth stability/expansive soil problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 (d) Is the Property or any part thereof located in a flood zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22 (e) Are you aware of any past or present drainage or flooding problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23 (f) Are you aware of any past or present diseased or dead trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24 (g) Are you aware of any past or present encroachments, boundary line disputes, 25 leases or unrecorded easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26 (h) Has the Property been tested for soil and/or percolation? 27 If yes, attach copy of test results.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28 (i) Has the Property been evaluated for subsurface sewage disposal system? 29 If yes, attach copy of test results.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 (j) Has the Property been surveyed to establish boundary lines? 31 Are the corner stakes in place and visible? If yes, attach copy of survey.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32 2. TOXIC/FOREIGN SUBSTANCES:			
33 (a) Are you aware of any underground tanks, toxic substances, tires, appliances, 34 garbage, foreign and/or unnatural materials, asbestos, polychlorinated 35 biphenyl (PCB's), ureaformaldehyde, methane gas, or radioactive radon 36 on the Property (structure or soil)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37 (b) Has the Property been tested for radon or any other toxic substance including 38 Phase I testing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



39 **3. THE PROPERTY:**

- 40 (a) Consists of no less than _____ acres and the current zoning is _____
- 41 (b) Will conveyance of this Property include all mineral, oil and timber rights?
- 42 (c) Are there any governmental allotments committed?
- 43 (d) Have any licenses or usage permits been granted for including but not limited to,
- 44 crops, mineral, water, grazing, timber, usage rights to hunters, fishermen, or others?
- 45 (e) Crop Rotation Program (CRP)?

46 **4. COVENANTS, FEES AND ASSESSMENTS:**

- 47 (a) Is or will the Property be part of a condominium or other community association?
- 48 (b) Is there any defect, damage or problem with any common elements/area that
- 49 could affect the value or desirability?
- 50 (c) Is or will it be subject to covenants, conditions and restrictions (CC&R's)?
- 51 (d) Is there an Association Fee? If "YES" what amount \$ _____, per _____
- 52 (e) Is or will the Association Fee be mandatory?
- 53 (f) Is there an Initiation Fee? If "YES" what amount \$ _____
- 54 (g) Are there any special assessments approved but unpaid by the association?
- 55 (h) Are there any special association assessments under consideration?
- 56 (i) Is there any condition or claim, which may result in an increase in assessments
- 57 or fees?
- 58 (j) Does or will the Association Fee include: (The unchecked items are not included or unknown.)
- 59 Exterior Building Maintenance Reserve Fund Gas Cable
- 60 Exterior Liability Road Maintenance Electricity Swim
- 61 Common Grounds Maintenance Security Water Tennis
- 62 Pest and Termite Control Garbage Sewer Other _____

63 **5. OTHER MATTERS:**

- 64 (a) Do you know of any violations of local, state or federal laws, codes, regulations,
- 65 or nonconforming use with respect to the Property?
- 66 (b) Have you received notice by any governmental or quasi-governmental agency
- 67 affecting the Property including but not limited to road changes, zoning
- 68 changes, assessments, etc.?
- 69 (c) Is there any existing or threatened legal action affecting the Property?
- 70 (d) Is there any system or appliance on the Property which is leased or has a fee
- 71 associated with its use?
- 72 (e) Are there any private or non-dedicated roadways for which owner may have
- 73 financial responsibility?
- 74 (f) Have there been any inspections or evaluations on the Property during the
- 75 previous year?



	YES	NO
	(Seller Initials)	(Seller Initials)
76 6. UTILITIES:		
77 (A) Electricity	_____	_____
78 (B) Natural Gas	_____	_____
79 (C) Telephone	_____	_____
80 (D) Cable Television	_____	_____
81 (E) Garbage Collection	_____	_____
82 (F) Public Sewer	_____	_____
83 (G) Public Water	_____	_____
84 (H) Other _____	_____	_____

85 **7. ADDITIONAL EXPLANATION OR DISCLOSURES:**

86 _____
87 _____
88 _____
89 _____
90 _____

91 **8. SELLER'S REPRESENTATION**

92 In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with
93 respect to the condition of the Property is accurate and complete as of the date signed by Seller. It is not a substitute for
94 any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information
95 to prospective buyers of the Property and to Brokers. **Seller agrees to promptly update this Lot/Land Disclosure
96 Statement and provide any Buyer and Brokers with a revised copy of the same if there are any material changes
97 in the answers to the questions contained herein.**

98 The party(ies) below have signed and acknowledge receipt of a copy.

99 _____

100 **SELLER** **SELLER**

101 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

102 **Date** **Date**

103 **9. RECEIPT AND ACKNOWLEDGEMENT OF BUYER:**

104 I acknowledge receipt of this Seller's Lot/Land Property Disclosure Statement. I understand that except stated in the
105 Lot/Land Purchase and Sale Agreement with Seller, the Property is being sold in its present condition only, without
106 warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of the Property
107 are being relied upon by me except as disclosed herein or stated in the Lot/Land Purchase and Sale Agreement.

108 The party(ies) below have signed and acknowledge receipt of a copy.

109 _____

110 **BUYER** **BUYER**

111 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

112 **Date** **Date**

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

