



VACANT LAND DISCLOSURE
Rev. 01/2012



1 This Vacant Land Disclosure ("Disclosure") is made a part of and incorporated into that certain real estate
2 contract between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_
3 \_\_\_\_\_ ("Seller" dated \_\_\_\_\_, 20\_\_\_\_
4 ("Contract") for the purchase and sale of that certain real estate consisting of approximately \_\_\_\_\_ acres
5 located at \_\_\_\_\_ ("Property").

6 Seller has owned the Property for approximately \_\_\_\_\_ years. Seller's statements below are a representation
7 of Seller's knowledge of the Property's condition and not a warranty of any kind by Seller or any agent of Seller,
8 nor should Seller's statements constitute a substitute for any inspections Buyer may wish to obtain. Buyer may,
9 however, rely upon Seller's statements in deciding whether or not or upon what terms to purchase the Property.
10 In this Disclosure, the term "is aware" means to have notice or knowledge.

11 CHECK ONE ANSWER: Explain any "yes" answers in the blank lines following number 20.

YES NO

- (1) \_\_\_ \_\_\_ Seller is aware of planned or commenced public improvements, which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
(2) \_\_\_ \_\_\_ Seller is aware of any governmental agency or court order requiring repair, alteration or correction of any existing condition on the Property.
(3) \_\_\_ \_\_\_ Seller is aware of any completed or pending property tax reassessment of the Property.
(4) \_\_\_ \_\_\_ Seller is aware of any land division involving the Property, for which required state or local approvals were not obtained.
(5) \_\_\_ \_\_\_ Seller is aware of any portion of the Property being in a 100-year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations.
(6) \_\_\_ \_\_\_ Seller is aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program.
(7) \_\_\_ \_\_\_ Seller is aware of any boundary disputes or material violation of fence laws which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes.
(8) \_\_\_ \_\_\_ Seller is aware of material violations of environmental rules or other rules or agreements regulating the use of the Property.
(9) \_\_\_ \_\_\_ Seller is aware of conditions constituting a significant health or safety hazard for occupants of the Property.
(10) \_\_\_ \_\_\_ Seller is aware of underground storage tanks currently located on the property for the storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.

- (11) \_\_\_ \_\_\_ Seller is aware of underground storage tanks previously located on the property for the storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- (12) \_\_\_ \_\_\_ Seller is aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- (13) \_\_\_ \_\_\_ Seller is aware of wells on the Property required to be abandoned but which are not abandoned according to governmental regulations.
- (14) \_\_\_ \_\_\_ Seller is aware of cisterns or septic tanks on the Property.
- (15) \_\_\_ \_\_\_ Seller is aware of sub-soil conditions which would significantly increase the cost of development, including, but not limited to, sub-surface foundations, organic or non-organic fill, dumpsites or containers on the property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property.
- (16) \_\_\_ \_\_\_ Seller is aware of a lack of legal vehicular access to the Property from public roads.
- (17) \_\_\_ \_\_\_ Seller is aware of any association by-laws, fees, covenants, restrictions, rules or regulations affecting the Property.
- (18) \_\_\_ \_\_\_ Seller is aware of any other conditions or occurrences which would significantly increase the costs of development or reduce the value of the Property to a person with reasonable knowledge of the nature and scope of the conditions or occurrences.
- (19) \_\_\_ \_\_\_ Seller is aware the Property is currently leased. Terms of the written and/or oral lease(s) are attached.
- (20) \_\_\_ \_\_\_ Seller is aware of any pending rezoning of or variances for the Property.

EXPLANATION OF "YES" ANSWERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12 Seller certifies that the information in this Disclosure is true and correct to the best of Seller's knowledge as of  
 13 the date set forth above.

\_\_\_\_\_  
 Seller's Signature Date Seller's Signature Date

I acknowledge receipt of a copy of this Disclosure.

\_\_\_\_\_  
 Buyer's Signature Date Buyer's Signature Date