



SELLER'S LAND DISCLOSURE IDAHO

TO BE COMPLETED BY THE SELLER(s)

THE PURPOSE OF THE STATEMENT: This is a statement made by the **SELLER** of the conditions and information concerning the property known by the **SELLER**. This is NOT a statement of any agent representing the **SELLER** and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the **SELLER** does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the **SELLER** possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential **BUYER**. Unless otherwise advised, the **SELLER** has not conducted any inspection of generally inaccessible areas. This disclosure is not a warranty of any kind by the **SELLER** or by any agent representing the **SELLER** in this transaction. It is not a substitute for any inspections. The **BUYER** is encouraged to obtain his/her own professional inspections.

SELLER(S): James Landon - Trustee on behalf of Theresa B. Landon

PROPERTY ADDRESS: TBD Big Lost River

PARCEL ID or LEGAL: RP06N25E062430A

Are any of the following utilities presently existing on/or available to the property?

Y N

PROVIDER/CONDITION/REMARKS:

☒	Public Water:	
☒	Well:	
☒	Septic:	Year/Location? _____
☒	Sewer:	
☒	Electric:	<u>POWER POLE ON PROPERTY</u>
☒	Water Rights/Shares:	

In this Statement, the term "is aware" means to have actual knowledge and recollection without any specific inquiry, investigation or inspections. A "no" answer does not mean the condition does not exist but only that Seller is unaware of the condition at the time of completion of this Statement. In this Statement, the answer "unknown" means that Seller is unsure as to Seller's knowledge regarding this particular matter or condition. For example, Seller may not recall facts with enough confidence to provide a yes or no answer.

	YES	NO	Unknown	N/A
1. Any drainage or flood problems on the property or adjacent properties?		☒		
If yes, explain:				
2. Any restrictions or covenants that affect the land?		☒		
If yes, explain:				
3. A current survey on the property?		☒		
If yes, explain: <u>2025 done</u>				
4. Are there any features of the property shared with adjoining landowners, such as a fence, road, driveway, well, irrigation equipment?	☒			
If yes, explain: <u>SHARED DRIVEWAY & FENCES</u>				
5. Any easements on the property? (Utility, Drainage, Navigation)	☒			
If yes, explain: <u>NAPRA HAS EASEMENT</u>				
6. Any abandoned wells or buried storage tanks on the property?		☒		
If yes, explain:				

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		YES	NO	Unknown	N/A
7.	Any previous or current existence of hazardous conditions or disposal of hazardous substances on the property?		☒		
If yes, explain:					
8.	Any encroachments or boundary line discrepancy or disputes?		☒		
If yes, explain:					
9.	Any violations of zoning, setbacks, restrictions, or non-conforming use?		☒		
If yes, explain:					
10.	Any recorded or unrecorded liens against the property?		☒		
If yes, explain:					
11.	Any current or future special assessments to the property?		☒		
If yes, explain:					
12.	Are you aware of any issues, litigation or challenges to water rights/shares if included in the sale?		☒		
If yes, explain:					
13.	The property being currently enrolled in any government farm program?		☒		
If yes, explain:					
14.	Are there any recorded or unrecorded road maintenance agreements?		☒		
If yes, explain:					
15.	The property being subject to any written or oral farm or agricultural leases?		☒		
If yes, explain:					
16.	The property being subject to any timber contracts or timber deeds?		☒		
If yes, explain:					
17.	Any portion of the property being within a designated 100-year flood plain, floodway or wetlands area?	☒			
If yes, explain:					
18.	Any persons or entities, other than those listed above as "sellers", who claim or have ownership or leasehold interest or first right of refusal option on the property?		☒		
If yes, explain:					
19.	Any notices of abatement or citations against the property?		☒		
If yes, explain:					
20.	Any lawsuits affecting this property or judgments against the seller that would affect the title or sale of the property?		☒		
If yes, explain:					
21.	Any person or entity claiming or possibly having the right to claim the right to extract any minerals, oil, natural gas, coal or other minerals from the surface or sub-surface of the property?		☒		
If yes, explain:					
22.	Are all mineral rights appurtenant to the property included, unencumbered, and part of the sale of this property?		☒		
If yes, explain:					
23.	Are there any unrecorded interests affecting the property or anything that would interfere with passing clear title to the buyer?		☒		
If yes, explain:					
24.	Any other conditions that may prevent you from completing the sale of the property?		☒		
If yes, explain:					

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25. Are you aware of any other existing problems concerning the property including legal, physical, zoning, fixture defects or other items that are not already listed?

ND

Seller's Statement

The **SELLER** certifies that the information herein is true and correct to the best of the **SELLER'S** knowledge as of the date signed by the **SELLER**. The **SELLER** is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith. **SELLER and BUYER** understand and acknowledge that the statements contained herein are the representations of the **SELLER** regarding the condition of the property. No statement made herein is a statement of a **SELLER'S** agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. **SELLER and BUYER** also understand and acknowledge that **SELLER** in no way warrants or guarantees the above information regarding the property. **SELLER and BUYER** also understand and acknowledge that, unless otherwise specifically set forth, no agent of the **SELLER** is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. **BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.** **SELLER and BUYER** understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property. **SELLER** hereby acknowledges receipt of a copy of this form:

<u>James C. Ller</u>	<u>1/20/26</u>	_____	_____
SELLER	DATE	SELLER	DATE
_____	_____	_____	_____
SELLER	DATE	SELLER	DATE

Buyer's Statement

BUYER hereby acknowledges receipt of a copy of this disclosure **BUYER** may only exercise **BUYER'S** statutory right to rescind the purchase and sale agreement within **three (3) business days** following receipt of this disclosure statement by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. Per statute **BUYER'S** rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory rescission must specifically identify the disclosure objected to by the **BUYER**. If no signed notice of rescission is received by the **SELLER** within the **three (3) business day** period, **BUYER'S** statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

_____	_____	_____	_____
BUYER	DATE	BUYER	DATE
_____	_____	_____	_____
BUYER	DATE	BUYER	DATE