



SELLER'S REAL PROPERTY DISCLOSURE STATEMENT
VACANT LAND
Hawaii Association of Realtors® Standard Form
Revised 9/03 (NC) For Release 5/04



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Information obtained from Public Records (May Be Completed by Listing Broker)	
Seller: _____	Property Address/Location: _____
Tax Map Key: Div. _____/Zone _____/Sec. _____/Plat _____/Parcel _____/CPR _____ (if applicable). Land Area: _____	
County Zoning-State Land Use Designation: _____ [] FS [] LH (Disclosure to be provided) Flood Zone _____	
Broker/Salesperson: _____ Company: _____	

***Purpose of Disclosure Statement:** Under Hawaii law, a Seller is obligated to fully and accurately disclose to a Buyer any material fact, relating to Property. This statement is intended to assist Seller in organizing the facts to be presented to Buyer and to provide Buyer with notice concerning the condition of Property to assist Buyer in evaluating Property. Seller's agent, Buyer and Buyer's agent may rely on Seller's answers. It is important that Seller exercise due care in preparing responses and that responses are made in good faith, are truthful and complete to the best of Seller's knowledge. **THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY SELLER OR BY ANY AGENT REPRESENTING THE SELLER OF PROPERTY. THIS STATEMENT IS NOT A SUBSTITUTE FOR ANY EXPERT INSPECTION, PROFESSIONAL ADVICE, OR WARRANTY THAT BUYER MAY WISH TO OBTAIN.**

BUYERS ARE ADVISED TO OBTAIN BUYER'S OWN PUBLIC RECORDS, PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY. SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY.

MUST be completed by Seller Only

Seller's Statement: This is a statement concerning information relating to the condition of Property that: (i) are within the knowledge or control of Seller; or (ii) can be observed from visible accessible areas. Seller may be ignorant of problems affecting the Property, and Buyer should take care to protect Buyer's own interests by conducting thorough inspections and obtaining expert help in evaluating Property. Unless Buyer has been otherwise advised, Seller has not conducted any inspection of generally inaccessible areas of Property. There may be material facts of which Seller is not aware which qualified experts may be able to discover or time may reveal. The representations made below are made by Seller and are not the representations of Seller's agent. This form and the disclosures made by the Seller is provided exclusively to Buyers involved in this transaction only and do not apply to any subsequent sales not involving this Seller. Seller has [] has not [] seen Property. Period of Ownership from: _____ to _____.

Instructions to Seller: (1) Answer ALL questions. (2) Identify and clearly explain any material facts concerning Property that are known to you. (3) Attach additional pages with your signature, if additional space is needed. (4) Complete this form yourself. (5) NTMK means NOT TO MY KNOWLEDGE. (6) If the item does not apply to Property, line it out.

Approximate date of last personal inspection: _____
 General Topography: _____

A. Do any of the following conditions exist on Property? Explain "YES" answers at the end of section A.

- | Yes | No | NTMK | |
|------------|--------|--------|---|
| 1) [] | [] | [] | Does any other party have an unrecorded interest in Property and/or a say in its disposition? |
| 2) [] | [] | [] | Are there any lawsuits or foreclosure actions affecting Property? |
| 3) [] | [] | [] | Is there a Property map or study available? |
| 4) [] | [] | [] | Are there any easements affecting Property? |
| 5) [] | [] | [] | Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners? |
| 5a) [] | [] | [] | Are there any known encroachments? |
| 5b) [] | [] | [] | Are there any written agreements concerning these items? |
| 5c) [] | [] | [] | Are there any known de minimus structure position discrepancies? |
| 6) [] | [] | [] | Are there substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water on Property? |
| 7) [] | [] | [] | Is there filled land on Property? |
| 8) [] | [] | [] | Is there any settling or slippage, sliding, subsidence or other soil problems? |
| 9) [] | [] | [] | Are there any drainage, water infiltration, seepage, flooding or grading problems? |

BUYER'S INITIALS & DATE _____

SELLER'S INITIALS & DATE _____

Property Reference: _____



NUMBER & EXPLAIN, IF NECESSARY:

***Unless otherwise agreed in the DROA, Buyer shall have fifteen (15) calendar days from the date of receiving the Disclosure Statement to examine the Disclosure Statement and to rescind the DROA. Such rescission must be made in writing and provided to Seller or Seller's agent. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer.**

Seller gives permission to any Broker to provide this statement to any Buyer whose identity has been made known to Seller, a lending institution, or the escrow company involved in the transaction between the parties.

SELLER

DATE

SELLER

DATE

(These paragraphs only apply to unimproved residential properties)

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

BUYER'S INITIALS & DATE

Property Reference: _____