

# READ THIS PROPERTY REPORT BEFORE SIGNING ANYTHING.

This report is prepared and issued by the developer of this land division. It is not prepared or issued by the Federal Government.

Federal law requires that you receive this Report prior to your signing a contract or agreement to buy or lease a parcel of land in this land division. However, NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

If you received this Report prior to signing a contract or agreement, you may cancel your contract or agreement by giving notice to the seller any time before midnight of the seventh day following the signing of the contract or agreement.

If you did not receive this Report before you signed a contract or agreement, you may cancel the contract or agreement any time within two years from the date of signing.

Name of Development: Misty Springs

Name of Developer: Woods & Waters Inc.

Date of This Report: September 24, 1990

## TABLE OF CONTENTS

RISKS OF BUYING LAND.....	3
GENERAL INFORMATION .....	4
TITLE TO THE PROPERTY AND LAND USE .....	5
Method of Sale.....	5
Encumbrances, Mortgages and Liens.....	5
Recording the Contract and Deeds .....	6
Payments .....	6
Restrictions on the Use of Your Parcel.....	7
Plats, Zoning, Surveying, Permits, and Environment .....	8
ROADS .....	9
Access to the Land Divisions.....	9
Access within the Land Divisions.....	9
UTILITIES .....	10
Water .....	10
Sewage Disposal .....	10
Electricity.....	10
Telephone .....	11
Fuel or Other Energy Source.....	11
FINANCIAL INFORMATION.....	12
LOCAL SERVICES.....	13
RECREATIONAL FACILITIES.....	14
LAND CHARACTERISTICS AND CLIMATE.....	15
General Topography.....	15
Water Coverage.....	15
Drainage and Fill.....	15
Flood Plain .....	15
Flooding and Soil Erosion.....	15
Nuisances .....	15
Hazards.....	15
Climate .....	16
Occupancy .....	16
ADDITIONAL INFORMATION.....	17
Property Owner's Association.....	17
Taxes .....	17
Resale or Exchange Programs.....	17
Equal Opportunity in Parcel Sales .....	17
Listing of Parcels.....	18
COST SHEET .....	19
RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE.....	20

Note: in this Property Report, the words "you" and "your" refer to the Buyer. The words "we" and "us" refer to the developer.

## **RISKS OF BUYING LAND**

The future value of land is uncertain and dependent on many factors. DO NOT expect all land to increase in value. Resale of your parcel may be difficult or impossible since you may face the competition of our own sales program and local real estate brokers may not be interested in listing your parcel.

Any land division will have an impact on the surrounding environment. Whether or not the impact is adverse, and the degree of impact, will depend on location, size, planning and extent of development.

Land divisions which adversely affect the environment may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality, and noise levels may affect your use and enjoyment of your parcel and your ability to sell it.

In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

## **GENERAL INFORMATION**

This report covers 40 parcels located in Stone County, Missouri. See Page 19 for a listing of these parcels. It is estimated that this land division might someday contain 184 parcels should we decide to exercise our option on adjoining land.

The developer of this land is:

Woods & Waters Inc.  
P.O. Box One  
Willow Springs, Mo. 65793

Phone (417)932-4873  
FAX (417)932-6698

Answers to questions and information about these land divisions may be obtained by telephoning the developer at the number listed above.

# **TITLE TO THE PROPERTY AND LAND USE**

## **GENERAL INSTRUCTIONS**

A person with legal title to property generally has the right to own, use and enjoy the property. A contract for sale agreement to buy a parcel of land may give you possession, but does not give you legal title. You do not have legal title until you receive a valid deed. A restriction or an encumbrance on your parcel, or on the land division, could adversely affect your title.

Here, we will discuss the Sale Agreement (contract) you will sign, and the deed you will receive. We will also provide you with information about any land use restrictions and encumbrances, mortgages, underlying contracts or liens affecting your parcel, and some important facts about payments, recordings, and title insurance.

## **METHOD OF SALE**

### **Sales Contract and Delivery of Deed**

We use three methods of selling and financing property: a Cash Purchaser (full payment at the time of settlement) will receive a Corporation Warranty Deed within 30 days of full payment. A Deed of Trust Purchaser (30% or more down payment followed by monthly payments of principal and interest) will receive a Corporation Warranty Deed within 30 days of payment of the full 30% down payment, and be asked to sign a Deed of Trust and Quit Claim Deed (the latter to be held in escrow and to be used only in the event of your default). A Contract for Deed Purchaser (no down payment, monthly payments of principal and interest) will sign a contract and will receive a Corporation Warranty Deed only after all payments have been made in full. Your Deed of Trust or Contract for Deed will show the actual sale price, down payment, contract balance, rate of interest and number of installment payments required. When your Corporation Warranty Deed is issued to you, in either of the three methods, it will be free and clear of all liens and encumbrances except for easements and reservations referred to herein.

If you fail to make the installment payments on your Contract for Deed or Deed of Trust, or fail to make other arrangements agreeable to us, you may lose your land and all monies paid.

Because notification of your purchase will be placed on record by way of your Deed of Trust or a Memorandum of Contract, neither we, nor our creditors, nor any underlying owners of record, can encumber your parcel after the memorandum or the trust deed has been signed and recorded (See Method and Purpose of Recording, page 6).

### **Type of Deed**

All deeds given by us will be Corporation Warranty Deeds conveying fee-simple title to the property free of all liens and encumbrances at the time of generation.

### **Oil, Gas, and Mineral Rights**

The oil, gas and mineral rights to all of the parcels covered in this Report will be passed to the purchasers.

## **ENCUMBRANCES, MORTGAGES AND LIENS**

### **In General**

We are fee simple owners of all the land in this land division. This land is subject to a First Deed of Trust in favor of Clay and Jean Cantwell and Jim and Orma Perkins of Branson, Mo.

### **Release Provisions**

In the case of the aforementioned Deed of Trust, there are release provisions for this Deed of Trust which we have made of public record in Stone County, Missouri. This allows us to obtain clear title for you before the blanket encumbrance is paid in full. In the event of our default, these release provisions would allow you to obtain release from the First Deed of Trust by paying your remaining payments to the First Deed of Trust holders, instead of to us.

# **RECORDING THE CONTRACT AND DEEDS**

## **Method and Purpose of Recording**

In the case of Cash or Deed of Trust Purchases, we will file the Corporate Warranty Deed and, if applicable, Deed of Trust, at the Stone County Recorder's Office directly after closing. In the case of Contract for Deed purchases, we will file a Memorandum of Contract at the courthouse showing Woods & Waters Inc. as the seller and you as the purchaser of record with a purchaser's interest in title. This will protect you from future creditors of Woods & Waters. You may also record your contract at your own expense, however, this will not offer you greater protection.

## **Title Insurance**

We will pass title to you by way of a Corporation Warranty Deed wherein we guarantee that the title is free and clear of all but noted restrictions, easements and encumbrances. However, you should obtain an attorney's opinion or a title insurance policy which will describe the rights of ownership which you are acquiring in your parcel. If you are unfamiliar with real estate transactions, you should have an appropriate professional interpret the policy.

# **PAYMENTS**

## **Escrow**

**In a Contract for Deed sale, you may lose your deposit and installment payments if we fail to deliver legal title to you as called for in the contract because these installment payments are not held in an escrow account which fully protects you.**

## **Prepayments**

There are no penalties for prepayment. You may pay any amount in excess of your regular installment at any time.

## **Default**

Should you fail to make the payments stipulated in the Contract for Deed or Trust Deed, then at our option, we may declare a forfeiture. If you are delinquent in your payments more than 30 days, we will give you written notice of your default or breach of contract, then you will have an additional 20 days after receipt of that notice to bring your payments current or make other arrangements agreeable to us. If you do not bring your payments current or make other arrangements, then we may declare a default and retake possession of the property.

If you lose rights and interest in your parcel because of default or breach of your Contract for Deed, after you have paid 15% of the purchase price, exclusive of interest, we will refund to you any amount which remains from the payments made after subtracting 15% of the purchase price, exclusive of interest, or the amount of our actual damages, whichever is greater.

In the case of a Deed of Trust purchase, we will, as title protection for ourselves in the event of your default, record the Quit-Claim Deed you were required to sign on closing.

# RESTRICTIONS ON THE USE OF YOUR PARCEL

## Restrictive Covenants

Listed below are brief summaries of the recorded restrictions effective on the date of this Report which effect the parcels in this land division. Please note that some of these restrictions limit your use of these properties and might cause you additional expense or detract from your intended use of the land.

(A) This tract, if occupied, shall not be used for other than private, single family residential purposes. No more than one dwelling may be constructed on any parcel. No commercial or business activities are allowed except that a professional office or studio may be maintained within a residence.

(B) All homes constructed on this tract shall be complete on their exterior within 180 days from the date construction is begun. Before construction of any home, one copy of the working drawings including floor plans and elevations, shall be filed with Woods & Waters. All construction shall be roofed and sided with accepted exterior materials.

(C) No mobile homes are permitted except as temporary residences during construction. Non-permanent living quarters such as mobile homes, travel trailers, campers etc. may not be parked or situated on a vacant parcel for more than 180 days in one calendar year.

(D) No construction, other than fencing, shall take place within 30 feet of a parcel boundary or within 100 feet of an access road. Woods & Waters Inc. reserves the right to waive this requirement in the presence of certain extenuating circumstances.

(E) Any natural streams or springs on this property may not be dammed or re-routed, and no foreign substances may be introduced into the waters thereof.

(F) No parcel may be sub-divided beyond the divisions Woods & Waters Inc. has registered with the office of Interstate Land Sales, Department of Housing and Urban Development.

(G) Waste materials must be kept in closed containers at all times. Parcels must be kept free of refuse, debris, and rubbish. No derelict vehicles may be kept on any parcel unless kept in an enclosed garage.

(H) Any animals kept on this property shall be maintained in such a manner that they do not present a nuisance to owners of neighboring parcels. Livestock must not exceed in numbers those required for personal consumption, and must not be allowed to contaminate natural streams or springs.

(I) All wastewater treatment facilities shall be constructed in accordance with the engineering report and with Missouri Department of Natural Resources standards for any residence built here. It will be the land-owner's responsibility to assure that such facilities receive proper maintenance as required, and effluent shall be contained on the individual parcel of origination and handled in such a manner that there will be no violation of the Missouri Clean Water Law and Regulations. Installation of such facilities shall be certified by a qualified health official or professional engineer.

(K) No living trees with a stump diameter of eight inches or greater may be cut, killed, or removed from any parcel except if need be to allow the construction of a principal dwelling.

(L) No trapping of wild animals is permitted on this property, except for the live trapping and subsequent relocation of nuisance animals as may be required.

(M) These covenants may be enforced by any person then owning or contracting to buy a parcel of land in Misty Springs, or by their successors or assigns. These covenants may be modified or amended only by modification signed by all of the then-current record owners of parcels in Misty Springs.

A complete copy of the above restrictions is available from us upon request.

## Easements

The easements of record within the land division included in this Report are for roads and utility purposes. They will appear in your title report. Here we will discuss the easements which may affect building or land use. Please note that each and every parcel is large enough to accommodate a residence despite the easements. None of the land covered in this Report is subject to any type of flood control or flowage easements. Road and utility easements are 40 feet in width. This will need to be considered in locating a building site. Road easements run along parcel boundaries, so they do not adversely affect any parcel. Utility easements are all underground. We reserve a blanket utility easement so we can route utility lines so as to have the most minimal effect on the environment and any constructions you may have made.

# **PLATS, ZONING, SURVEYING, PERMITS AND ENVIRONMENT**

## **Plats**

The layout of the land division in this Report did not require approval by the Stone County regulatory authorities because of the acreage sizes involved. Therefore, the plat for Misty Springs has not been recorded and there is no requirement that it be recorded.

The descriptions provided for each parcel covered by this Report are legally adequate for conveyance of land. Further divisions of the parcels in this land division are not allowed by restrictive covenant and may not be in compliance with the county subdivision ordinances.

## **Zoning**

The land division covered by this report is not subject to any state or local zoning laws, therefore, the use of these parcels for any purpose is not limited in any way other than specified in the Restrictive Covenants of record. (Restrictive Covenants Page 7) They may be used for single family dwellings, farmsteads, camping, speculation, investment or conservation, but not as a commercial business location other than a professional office. Mobile homes are not permitted on a full-time basis.

## **Surveying**

The approximate front corners of all the parcels of land covered in this Report have been established and marked to identify the parcels. Woods & Waters guarantees the amount of your acreage in our contract with you. In the event that a legal survey finds a discrepancy in the acreage of your property showing as much as one tenth of one acre less acreage than called for in your legal description, you have three options: A. We will adjust the dollar amount of your contract accordingly. B. We will refund your money and take back your parcel. C. You may trade to another parcel in inventory. If you are shown to have more acreage, you may keep the overage without additional charge. Should you desire an exact legal survey for any parcel, the estimated cost to you would be from \$500 to \$1,500.

## **Permits**

No building or other permits are required by county or State authorities for construction on any of the parcels covered by this Report. A copy of your working drawings must be submitted to Woods & Waters before construction is begun.

## **Environment**

No determination has been made as to the possible adverse effects this land division may have upon the environment and surrounding area, nor is such a determination required by county or State authorities.

# ROADS

Here we will discuss the roads that lead to the land division, those within the land division and locations of nearby communities.

## **ACCESS TO THE LAND DIVISION**

The land division is accessed directly by Missouri Highway 176, a public two-lane black-top secondary road which has a wearing surface of 20 to 24 feet, a right-of-way of 50 feet and which is maintained by the State of Missouri at no cost to you other than your portion of state income taxes, if applicable. No improvements are contemplated to Missouri Highway 176.

## **ACCESS WITHIN THE LAND DIVISION**

We have completed construction of all the interior roads in such a fashion as to provide year-round access to the parcels within Misty Springs. They consist of dirt, gravel, rock and on-site material. No further improvements to these roads that would result in extra expense to you are anticipated at this time.

During the time your Contract or Deed of Trust is in effect, we will be responsible for maintenance of these roads. After we pass title to you, you will become a member of the property owner's association, which will be responsible for road maintenance. An easement has been recorded for the road system at Misty Springs which is described as a 40-foot-wide right-of-way for access purposes and dedicated to the use of the property owners and the public. Interior roads are cleared 20-30 feet in width in most places with approximately 18 to 24 feet of wearing surface comprising 1 to 2 driving lanes. We estimate that, as a member of the Property Owner's Association your share of the annual road-maintenance costs will be \$10 per parcel in 1990 dollars.

## **NEARBY COMMUNITIES**

city	population	distance
Springfield	133,116	29 mi.
Branson	2,175	26 mi.
Galena (County Seat)	423	3 mi.

# UTILITIES

## **WATER**

Woods & Waters will provide each parcel at Misty Springs with 1/14 ownership in one of three Multi-family Wells to be drilled to Missouri Department of Natural Resources' Non-Community Public Water Supply Standards at no additional cost to you. Woods & Waters' address is: P.O. Box One, Willow Springs, Mo. 65793.

You will be responsible for extending water lines from the nearest well or water main to your property. If this requires crossing another parcel, Woods & Waters will collect this fee from the owner of that parcel before the owner of that parcel connects to the water line and that money will be refunded to you. The estimated cost of extending water lines is \$ 2.20 per foot. Since the water will be free and not metered, you will not need to provide for metering equipment. As an example of the expenses you might encounter, if you were to connect the water-line to a home on Parcel 7 (which, depending on the final configuration, would be about as distant from a well as any of the parcels) and there were no other homes in existence yet, your costs to extend to the parcel would be approximately \$3,695 of which approximately \$2,970 would be subject to refund.

Wells will be drilled on an as-needed basis. You should check with Woods & Waters before you buy to determine the expected order in which the three wells will be drilled, which will be determined by occupancy.

### **NO FUNDS HAVE BEEN SET ASIDE IN AN ESCROW OR TRUST ACCOUNT TO ASSURE COMPLETION OF THE WATER SYSTEM**

Misty Springs has been approved by the Missouri Department of Natural Resources as being a site which will support the expected demands of three multi-family wells each serving up to 14 households, and the required approval to operate same has been obtained. Purity and chemical content of water cannot be determined until each individual well is completed and tested, but State standards will require that purity and chemical content be within an acceptable range. The Missouri Department of Natural Resources, Division of Environmental Quality will not permit individual wells to be installed at Misty Springs.

When you have paid your contract in full, you will become a member of the Misty Springs Property Owner's Association, and the responsibility for your share of any well expenses will be turned over to you. You will, at that time, be given title, free and clear of any encumbrances, to a 1/14 share in the well serving your parcel.

## **SEWAGE DISPOSAL**

We do not furnish septic systems at Misty Springs. Septic systems must be built in accordance with the Misty Springs Engineering Report which has been approved, that is, a permit has been granted, by the Missouri Department of Natural Resources, Division of Environmental Quality for each and every parcel. You will be given a copy of the sections of this report applicable to your parcel at the time of purchase. The installation of all on-site wastewater disposal systems shall be certified by a qualified health official as having been installed in accordance with the approved engineering report. The cost of individual systems is estimated to be approximately \$1,200. No additional permits are required.

## **ELECTRICITY**

We do not provide electric service to Misty Springs. Electrical service to Misty Springs will be provided by Ozark Electric Cooperative, P.O. Box 420, Mt. Vernon, Missouri 65712, (417)466-2144. Construction of the electrical system may begin as soon as needed. Power lines are at the front gate. There is a \$21 extension charge to permanent residences. You will also have to provide a 4-foot trench from the nearest electric service. If the nearest service is one parcel or more away, Woods & Waters will collect an appropriate deposit from any subsequent buyers who wish to join into the part of the line you have extended, and that money will be returned to you. We estimate that the cost of a 4-foot deep trench at the date of this report would be approximately \$1.00 per lineal foot. The same trench used for waterline may be employed here. If you were to require electrical service to the most remote parcel, Parcel 8 before the line was moved closer, your cost would be approximately \$2,640.

## **TELEPHONE**

We do not provide telephone lines or service to any of these parcels. You may provide telephone service at your own expense by contacting: Contel Inc. 211 S. 3rd St., Branson, Mo. (417)334-2121. They will place their cable in the trench dug for electrical service. Their policy is to give the first half-mile of service free with a standard \$21 fee. Additionally, the most remote parcels, Parcels 28 to 40 would require another \$165 deposit because these parcels are more than one-half mile from service at the time of this writing. These deposits are returned to the customer in fourths over a five year period.

## **FUEL OR OTHER ENERGY SOURCE**

Propane gas is the most commonly used fuel for heating and cooking in the area covered by this report and is broadly available from a number of suppliers. A typical cost of a one-year lease of a 250 gallon propane tank is \$36 per year. Propane currently sells for 56.9 cents per gallon.

## **FINANCIAL INFORMATION**

A copy of our financial statement for the period ending December 31, 1989 is available from us upon request.

# **LOCAL SERVICES**

## **FIRE PROTECTION**

Year-round fire protection is provided by the Galena Rural Fire District at a cost of sixty dollars per year.

## **POLICE PROTECTION**

In addition to the Missouri State Highway Patrol, the Stone County Sheriff's Department in Galena provides police protection to Misty Springs. Their phone number is (417) 357-6116.

## **SCHOOLS**

Elementary through high school facilities are available to residents of Misty Springs. School bus pick-up and delivery is available at the front gate that accesses Highway 176.

## **HOSPITALS**

The nearest hospital to Misty Springs offering ambulance service is Skaggs Community Hospital located at North Business Hwy. 65 and Cahill Road in Branson (417-334-3155)

## **PHYSICIANS AND DENTISTS**

The nearest physicians' and dentists' office to Misty Springs are located in Nixa, Mo., 17 miles north.

## **SHOPPING FACILITIES**

Springfield and Branson offer the major shopping facilities one associates with larger communities. Additionally, Galena offers a grocery store, hardware, branch bank, abstract company, fast food, restaurant and service stations.

## **MAIL SERVICE**

You may establish a mail box at Highway 176 near the front entrance to Misty Springs.

## **PUBLIC TRANSPORTATION**

There is no public transportation to Misty Springs. The nearest public transportation services will be bus and taxi services running out of Springfield, 29 miles away.

## **RECREATIONAL FACILITIES**

There are no recreational facilities provided or contemplated by us for any of the parcels in Misty Springs.

# **LAND CHARACTERISTICS AND CLIMATE**

Here we discuss various natural conditions in and around Misty Springs and their influence on same.

## **GENERAL TOPOGRAPHY**

Following are descriptions of the general topography and the major physical characteristics of the land in Misty Springs. Approximately three acres of this land is to remain as natural open space or developed park land.

ALL OF THE PARCELS IN THIS LAND DIVISION HAVE A SLOPE OF 20% OR GREATER WITHIN THEIR PERIMETERS. THIS MAY EFFECT THE TYPE AND COST OF CONSTRUCTION.

Even though the parcels are characterized with slopes of 20% or more within their perimeters, there is sufficient level ground within every parcel for normal building and construction without special techniques. However, should you choose to build on one of the slopes for easthetic reasons, you should be aware that special techniques such as cantilever construction or building in tiers may be required.

These parcels are covered with a mixture of hardwoods, predominantly oak, hickory, walnut, maple and butternut. Additionally, Parcels 4,5,7 through 11, 13,14,16 through 18 and 22 through 38 have some amount of open and relatively level ground. Parcels (1,3,5,7,8,9,10,11,13,15,19,20,21,39,40 and 41) have small wet-weather streams. Limestone out-croppings occur at approximately 1060 feet of elevation and so might be found, to some degree, on most of the parcels.

## **WATER COVERAGE**

While several of the parcels contain wet-weather streams as described above, none of the parcels are covered with water at any time during the year.

## **DRAINAGE AND FILL**

None of the parcels require drainage or fill prior to being used.

## **FLOOD PLAIN**

None of the Misty Springs parcels are located within a flood plain, nor is any part designated by any Federal, State or local agency as being flood prone.

## **FLOODING AND SOIL EROSION**

We take contractual responsibility for control of soil erosion, sedimentation, or periodic flooding caused by our acts for the length of your contract. After your contract is paid, you will be a member of the Misty Springs Property Owner's Association which will take over that responsibility.

## **NUISANCES**

There are no known nuisances in or around Misty Springs.

## **HAZARDS**

There are no known hazardous conditions in or around these land divisions other than a small cave on Parcel 3 which has a vertical opening. This cave has been covered with metal rails which we will leave in place.

## **CLIMATE**

Average summer temperature range .....58.5 - 81.2 mean temperature.....69.9

Average winter temperature range.....31.6 - 49.8 mean temperature.....40.7

Average annual rainfall.....39.47 inches

Average annual snowfall.....16.1 inches

Figures given are according to the National Weather Service at Springfield, MO. (417) 869-4491.

## **OCCUPANCY**

As of the date of this report, there were no homes within the boundaries of Misty Springs, therefore there were no full or part-time residents thereof.

# **ADDITIONAL INFORMATION**

## **PROPERTY OWNER'S ASSOCIATION**

Woods & Waters will form the Misty Springs Property Owner's Association when the first parcel is paid in full. Voting will be based on one parcel, one vote, so Woods & Waters will have voting rights as long as parcels remain unsold. Woods & Waters shareholders will not hold positions in the property owner's association unless no-one else will accept those positions. Membership will be involuntary and automatic with acceptance of a warranty deed to a parcel in Misty Springs. Members are not to be subject to payment of dues and assessments other than for road maintenance and erosion control unless they vote to be so subjected. Woods & Waters shareholders will not vote on such issues except to break a tie. The function of the property owner's association will be to maintain the roadways and pumping equipment, protect against erosion and maintain the environmental quality of Misty Springs after Woods & Waters' obligations are fulfilled. We expect annual road maintenance to amount to approximately \$400 per year or \$10 per parcel. The pumping equipment should not require service or repair for several years and cannot be estimated. Erosion control as a result of road-building has been effectively accomplished, and there is no on-going erosion as of this date; any assessments for erosion control would have to be determined when, and if, a problem arose.

## **TAXES**

Your obligation to pay property taxes begins the day that you purchase your property. However, since county governments are sometimes quite lax at proper billing, and because local real estate taxes are fairly insignificant, we will pay your tax bill for the first calendar year of your ownership. You should bear in mind that, should we not forward the tax funds to the proper authorities, a tax lien could be placed against your parcel after three years. After the first calendar year of your ownership, your taxes will be due November 1st of each year and penalties are assessed if they are not paid by December 31. Presently, the parcels in Misty Springs are taxed at less than fifty cents per acre per year, but this will probably rise when your property is deeded to you. The tax office will be notified of your new ownership by January of each year and you should receive the tax notices thereafter. The fact that you do not receive the notice does not relieve you of the responsibility to pay your annual property taxes. Your Contract for Deed or Deed of Trust requires you to pay all taxes before they become delinquent.

Taxes are paid to the County Collector at the courthouse in Galena.

Unimproved lands such as these are currently taxed at about 50 cents per acre, per year. However, taxes are subject to change every year, especially if improvements are made.

## **RESALE OR EXCHANGE PROGRAMS**

We do not broker properties which we have sold or other properties, however, we will assist you in finding a local broker for your property in the event you wish to sell it, and we will allow your buyer to assume your Contract for Deed or Deed of Trust under the same terms and interest without additional charge to either party.

If, during the time your Contract or Trust Deed is in force, you wish to exchange your equity in your property, exclusive of interest, for equal dollar equity in any other property at Misty Springs, or at any of our other locations where we have property in inventory at that time, for whatever reason, you may do so, so long as your balance is current and the property is clean and in essentially the same condition as when you purchased it.

## **EQUAL OPPORTUNITY IN PARCEL SALES**

We do not discriminate on the basis of race, color, religion, sex or national origin in advertising, marketing, rendering of lot services, where applicable or in providing terms or conditions in sales of our parcels.

## LISTING OF PARCELS

Below is a listing of all the parcels covered in this report:

Misty Springs, Stone County, Missouri

Numbers

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40.