



SELLER'S LAND ONLY PROPERTY CONDITION DISCLOSURE STATEMENT AND PROPERTY DATA

The following is a disclosure statement made by the Owner under that certain Listing Agreement by and between Joel Shrader, Owner and Missouri Land Company LLC, Broker, dated the 1st day of June, 2022, bearing the above Listing Number. This disclosure statement is hereby made a part of and incorporated into said Listing Agreement by this reference. This disclosure statement concerns the Property described in said Listing Agreement located at Little Buffalo Rd Morgan County Missouri. This disclosure is not a warranty of any kind by the Owner or any agent of the Owner in this transaction, and is not a substitute for any inspection or warranties the Buyer may wish to obtain.

TO THE SELLER: Please complete the following form including past history of problems, if known. DO NOT LEAVE ANY SPACES BLANK. If a particular condition is not applicable to your property, mark "N/A" in the appropriate blank. Attach additional pages if additional space is required. Please be sure to sign or initial each page.

The following are representations made by the Owner and are not representations of Owner's agent.

1. PROPERTY CONDITION:

A. Fences: Is property fenced? YES NO If so, please describe type of fencing, condition and location: _____

B. Water Systems (if any): None Public Cistern Well (describe type of well, pump and approximate depth, if known): _____
Please list any known problems or repairs needed or made within past year: _____

Has the well been tested? Yes No If yes, date of report: _____ Results: _____

Other (describe): _____

C. Sewer Systems (If any, please check type of system(s) on Property): None Septic Tank Lagoon Drain Field Public Sewer If Septic Tank, distance from well (if any): _____, size of tank: _____; length of lateral line(s): _____. Please describe any known problems or repairs needed or made within past year: _____

D. Electrical Power: None Available at property: Please describe any known problems or repairs needed or made within past year: _____
Electric Company Name and Address: _____

E. Gas: None Natural Gas Company Name and Address: _____

F. Fire District: Stover

G. TERRAIN: Level Gently Rolling Rolling Hilly Rough Open Acres: 6 Improved Pasture Acres: _____ Tillable Acres: _____ Timber Acres: 29 Types of Grass: _____
Kinds of Timber: _____
How Often Fertilized? _____ Last Date Fertilized: _____ Livestock Capacity: _____
Attached: TOPO PLAT AERIAL PHOTOS PICTURES OTHER: _____

H. PONDS, CREEKS AND RIVERS: Number of Ponds: _____ Number Spring Fed: _____ Number of Other Springs: _____ Number of Creeks: 1 Year-round _____ Seasonal. Number and Name(s) of Rivers: _____

I. MINERAL RIGHTS, EASEMENTS AND RESTRICTIONS: To my knowledge, there are are not oil or mineral rights reserved. To my knowledge, the following are all known easements or restrictions: _____



2. OTHER ITEMS:

Are you, the Seller, aware of any of the following?

A. Environmental Concerns:

(1) Are you aware of any other environmental concerns such as discoloration of soil or vegetation or oil sheens in wet areas? Yes No If "yes," please describe:

(2) Are you aware of any environmental hazards on the property such as underground storage tanks, ground water contamination, or hazardous waste on or near the property? NO UNKNOWN YES. If so, please describe:

(3) Has the Property ever been tested for the presence of any environmental hazards? NO UNKNOWN YES. If so, please give date(s) of test(s) and describe results:

Copy of test report is attached.

(4) Has the condition of the soil been recently tested? NO UNKNOWN YES If so, please give date(s)

of test(s) and describe findings:

Copy of test report is attached.

B. Principal Uses of Property:

(1) Are you aware of any principal uses of the Property such as commercial, farming, landfill, dumping site? Yes No If "yes," please describe:

(2) Is the property rented or leased? YES NO If leased, Name of Tenant: Tenant's Telephone: Tenant's Address:

Describe terms of lease or attach copy of lease(s):

Expiration date: Rental Rate:

C. Shared Features: Are there any features of the property shared in common with adjoining landowners, such as wells, walls, sewers, fences, roads or driveways whose use or responsibility for maintenance may have an effect on the property? Yes No If "yes," please describe: One easement Road is a border line

D. Rights-of-Way and Easements: Are there any rights-of-way, easements or similar matters that may affect ownership interests in the property? Yes No If "yes," please describe: One border line is an easement road

E. Flood Zone: Is the Property located in an area designated by the Department of Housing and Urban Development as a flood hazard area? Yes No Unknown

F. Current Zoning: Recreational / undeveloped. Is any change in current zoning pending or has any change been recently proposed? YES NO

G. Controlled Substances: Sections 441.236 and 442.606 of the Missouri Revised Statutes require that the owner/landlord of any premises to be rented, leased, sold, transferred or conveyed and any parcel of real property to be sold, exchanged or transferred shall disclose in writing to the prospective lessee, purchaser, buyer or transferee the fact that methamphetamine was produced on the premises, provided that the owner, seller, landlord or other transferor had knowledge of such prior methamphetamine production, regardless of whether the person(s) involved in the production were convicted for such production. Do you have any knowledge that methamphetamine was ever produced on the Property? NO YES If so, please attach appropriate disclosure form.

H. Other Facts: Please list any other facts or information (favorable or unfavorable) relating to the Property which may be of concern to a Buyer:



Broker, Broker's agents and subagents and Buyer's transaction brokers and agents are hereby authorized to distribute this information to prospective Buyers for the Property. To the extent of Seller's knowledge as a property owner, the Seller hereby acknowledges that the information contained above is true and accurate for those areas of the property listed.

Joel Shrader
Seller

Date: 6-1-22

Time: 1:45 p.m.

Seller

Date: _____

Time: _____ m.

The Buyer is urged to carefully inspect the Property and, if desired, to have the property inspected by an expert. The Buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas. The Buyer also acknowledges that the Buyer has read and received a signed copy of this statement from the Seller or the Seller's agent.

Buyer

Date: _____

Time: _____ m.

Buyer

Date: _____

Time: _____ m.

SELLER'S AGENCY LISTING CONTRACT (Optional Form)
(LAND ONLY)

Broker: Missouri Land Company LLC

Owner: Joel Shrader

Property: *(insert legal description, street address and city or, in the absence thereof, a clear description unmistakably identifying the property)*

35.44 Acres Parcel Numbers- 17702600000001000, 17602300000017001

1. In consideration of the acceptance by the above-named licensed Missouri real estate broker ("Broker"), of the terms and conditions of this contract and Broker's promise to attempt to effect a sale of the Property described above, Owner hereby employs Broker for the purpose of finding buyers on the following basis: **[Check ONE of the following]**

- A. EXCLUSIVE RIGHT-TO-SELL:** Owner grants Broker the exclusive and irrevocable right to sell, exchange, option, rent or auction the Property,
- B. EXCLUSIVE AGENCY:** Owner grants Broker the exclusive and irrevocable right to sell, exchange, option, rent or auction the Property, but reserving unto Owner the right to sell the property, but Owner will not list the Property with any other brokers,
- C. OPEN LISTING:** Owner grants Broker the right to sell, exchange, option, rent or auction the Property, but reserving unto Owner the right to sell the property or to list it with other brokers,

beginning on 6-1, 2022 and expiring at midnight on 12-1, 2022, for a listing price of \$109,500.00, or such other price and terms as are acceptable to the Owner, to be paid as follows: in cash at closing Other (describe): Or approved loan

2. **COMPENSATION TO BROKER:** Owner agrees to compensate Broker as follows:

- A. Sale:** If Broker produces a ready, willing and able buyer in accordance with this contract, or if a (check all that apply) sale, exchange, option or auction of the Property is made by Owner or through any other agent, or otherwise, subject to any reservation in Paragraph 1 above, during the term of this listing, for services rendered, Owner agrees to pay Broker a commission of (check one) 6.00% of the sales price \$_____. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Property is withdrawn from this listing, otherwise withdrawn from sale, or transferred or conveyed by Owner, except in accordance with any reservation contained in Paragraph 1 above.
- B. Nonrefundable Compensation** Upon signing of this Contract, For and in consideration of Broker's efforts hereunder, Owner shall pay Broker a **nonrefundable advance** fee of \$_____, to be paid in cash or check, which amount shall be deducted from any **other** compensation which may be due Broker hereunder. Broker earns such fee when paid and it is nonrefundable. Owner acknowledges and understands that Broker's right to said fee is not contingent upon the consummation or termination of this Contract. Broker hereby acknowledges receipt of such fee and Owner understands that it shall be deposited into Broker's general business account and not into any escrow or trust account.
- C. Rental During Listing Period:** Owner agrees not to rent the Property during the term of this Contract without Broker's prior knowledge and consent, subject to any reservations contained in Paragraph 1 above, and if the Property is rented, Owner agrees to pay Broker a rental commission of (check one) _____% of the sales price \$_____. If during the term of such rental or within _____ days after its termination, the tenant, or any of such tenant's heirs, executors or assigns shall buy the Property from Owner, the commission described in Paragraph 2A above shall be deemed as earned by and payable to Broker.
- D. Protection Clause:** If within 90 days after the expiration of this Contract, a sale, exchange or option is made by Owner to any person to whom the Property has been shown by Broker or any agent of Broker, or with whom Broker or any agent of Broker has negotiated concerning the sale of the Property, the same commission shall be payable unless this Contract has been renewed or the Property has been re-listed on an exclusive basis with another real estate broker.
- E. Closing in Escrow:** In the event that closing is conducted in an escrow, owner will instruct the escrow company to pay all such commission to Broker as a condition to closing and irrevocably assigns owner's proceeds to Broker at close of escrow to the extent necessary therefore. If completion of the sale is prevented by a default of Owner, or with the consent of Owner, the entire fee shall be paid directly by Owner. If earnest money is surrendered by the buyer to Owner for any other reason, Owner shall pay first all expenses incurred by Owner and by Owner's agents, including Broker, and a brokerage fee equal to one-half of the amount remaining, provided such payment shall not exceed the full amount of the fee that would otherwise have been paid. Nothing in this paragraph shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

3. **THE PROPERTY:** For purposes of this agreement, "Property" means the above-described real property located in the city of Stover in Morgan County, Missouri, consisting of 35.44 acres, more or less, plus all improvements and fixtures thereon, and all Personal Property described herein.

4. **FIXTURES AND PERSONAL PROPERTY:** EXCEPT as provided below, the Property includes the following fixtures and/or personal property and their value is included in the sale price of the property

The Property **DOES NOT** include the following personal property or leased equipment:

5. COOPERATION WITH OTHER BROKERS: Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in any manner acceptable to Broker, including but not limited to subagents of Broker, buyer's agents or transaction brokers and to allow such other brokers to show the Property. Owner DOES DOES NOT authorize broker to offer subagency to other brokers. Owner authorizes Broker to negotiate for a commission to be paid by the buyer or buyer's broker. If such commission to be paid by the buyer or buyer's broker is equal to or greater than the compensation required herein, the payment by the buyer or buyer's broker of such commission will satisfy Owner's obligation to pay compensation hereunder. If such commission to be paid by the buyer or buyer's broker is insufficient to complete the compensation obligation of Owner hereunder (check one), Owner agrees to pay the balance at closing any balance due hereunder shall be waived. Broker will make full disclosure to Owner and will obtain Owner's consent to collect such commission to be paid by the buyer or buyer's broker. Failure by Broker to collect part or all of the compensation from the buyer or buyer's broker shall not relieve Owner of Owner's obligation to pay Broker the compensation provided for herein.

6. ADVERTISING AND SIGNS: Broker is authorized to place Broker's "for sale" and "sold" signs, as appropriate, on the Property, and to advertise the Property for sale in any and all publications, radio and television advertisements Broker deems appropriate and necessary, including advertising on the Internet. This listing information may be provided to Websites _____ Listing Service, to be published and disseminated to its members. Broker is authorized to report the sale, exchange, option or rental of the Property and its price, terms and financing to such listing service and/or appraisers for use by its members, authorized users and the public.

7. PHOTOGRAPHS AND VIDEOTAPES: Owner authorizes Broker to take and use photographs and/or videotapes of the Property and to use such photographs and videotapes in Broker's advertising as authorized in Paragraph 6 above. YES NO

8. ADDITIONAL TERMS:

9. TITLE: Owner agrees to furnish marketable title by warranty deed and a complete abstract, title commitment or owner's policy of title insurance in the full amount of the purchase price.

10. PAYMENT OF LIENS: Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the property, except taxes for the current calendar year which shall be prorated as of the date of delivery of the deed. If the amount of taxes cannot be determined, proration shall be computed on the amount of taxes for the preceding calendar year.

11. COOPERATION BY OWNER: Owner agrees to make available to Broker and prospective buyers all data, records and documents pertaining to the Property, to allow Broker and any other broker or subagent of Broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder. Subject to any reservations contained in Paragraph 1 above, Owner shall not deal directly with any prospective buyer of the Property during the term of this Contract without the knowledge and consent of Broker and shall refer all prospective buyers to Broker during the term hereof. Owner agrees to cooperate with Broker on any offers to purchase the Property. Owner also authorizes Broker to permit a broker who is a buyer's agent or transaction broker to show the Property at such times and on such terms as are acceptable to Owner or Broker.

12. WARRANTIES BY OWNER: Owner represents and warrants as follows:

- (a) Owner is the Owner of record of the Property and has full authority to execute this Contract;
- (b) All information concerning the Property in this Contract, including any attachments, addenda, riders or amendments relating to the Property, or otherwise provided by Owner to Broker or any purchaser or prospective purchaser of the Property is, or will be at the time made, and shall be at the closing, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information during the term of this Contract;
- (c) The information in this Agreement, if any, pertaining to a public sewer system, septic tank or other sanitation system is correct;
- (d) Owner will disclose to any potential purchaser all facts known to Owner concerning adverse conditions or latent defects in, to or affecting the Property;
- (e) The Property is offered for sale without regard to the race, color, religion, national origin, sex, familial status or handicap of any prospective purchaser.
- (f) **Indemnification:** Owner agrees to defend, indemnify and hold harmless Broker and Broker's agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including attorney fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale, exchange or rental of the Property including, but not limited to, inaccuracy of information provided by Owner for the preparation of property data, Seller's Property Condition Disclosure Statement or otherwise in connection with the sale, exchange or rental of the Property.

13. DUTIES AND RESPONSIBILITIES OF A SELLER'S AGENT: In accordance with this agreement, Broker will be acting in the capacity of a Seller's agent; however, Seller acknowledges that from time to time, a buyer may hire Broker to serve in the capacity of the

buyer's agent. In such circumstances, unless indicated to the contrary below, Owner agrees that Broker may show the Property to such buyers, serving as a dual agent or as a transaction broker, with the Broker or other of Broker's associates representing Owner as well as the buyers.

As agent for Owner, Broker shall have the duty to perform the terms of this written agreement made with Owner; to exercise reasonable skill and care for Owner; to promote the interest of Owner with the utmost good faith, loyalty and fidelity; to comply with all requirements of sections 339.710-860, subsection 2 of section 339.100, RSMo., and any rules and regulations promulgated pursuant to those sections; and to comply with any applicable federal, state and local laws, rules, regulations, and ordinances, including Fair Housing and Civil Rights statutes and regulations. Subagents of Broker shall have the same duties and responsibilities as Broker.

Broker may show alternative properties not owned by Owner to prospective purchasers and may list competing properties for sale or lease without breaching any duty or obligation to Owner.

14. DUAL AGENCY: Broker may act as a dual agent only with the consent of all parties to the transaction. A dual agent shall be a limited agent for both the owner and buyer and, as a dual agent, Broker shall have the following duties and responsibilities: (1) A dual agent may disclose any information to Buyer or the owner that the dual agent gains from the other party if the information is material to the transaction unless it is confidential information as defined in subsection (8) of section 339.710, RSMo.; (2) The following information shall not be disclosed by a dual agent without the consent of Buyer or the owner to whom the information pertains: (a) that Buyer is willing to pay more than the purchase price offered for the property; (b) that the owner is willing to accept less than the asking price for the property; (c) what the motivating factors are for Buyer or the owner in buying or selling the property; (d) that Buyer or the Owner will agree to financing terms other than those offered; and (e) the terms of any prior offers or counteroffers made by any party.

Owner **DOES** **DOES NOT** consent to Broker serving in the capacity of a dual agent, representing both Owner and the buyer, and showing the Property to Buyers represented by Broker.

15. TRANSACTION BROKERAGE: Owner acknowledges that from time to time, a buyer may hire Broker to serve in the capacity of the buyer's agent. Owner **agrees** **does not agree** that Broker may show the Property to such a Buyer, serving as a transaction broker without an agency or fiduciary relationship to either Owner or the buyer, therefore, being neutral, serving neither as an advocate or adviser for either party.

As a Transaction Broker, Broker shall have the following duties and obligations: (a) to protect the confidences of both Owner and the buyer; (b) to exercise reasonable skill, care and diligence for Owner and the buyer; (c) to perform the terms of any written or oral agreement made with any party to the transaction; (d) to present all offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided herein; (e) to keep the parties to the transaction fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which Broker knows, but the specifics of which are beyond the expertise of Broker; (f) to account in a timely manner for all money and property received; (g) to disclose to each party to the transaction any adverse material facts of which Broker has actual notice or knowledge; and (h) to assist the parties in complying with the terms and conditions of any contract.

As a Transaction Broker, Broker shall have no duty to conduct an independent inspection of or discover any defects in the property. Broker shall have no duty to conduct an independent investigation of the buyer's financial condition.

16 AUTHORIZATION TO DISCLOSE: Owner hereby authorizes Broker and affiliated licensees and subagents of Broker to disclose to potential buyers (*check appropriate box*):

the following motivating factor in selling the Property: _____

the existence of pending offers from any potential buyers

the amounts of pending offers from any potential buyers

the terms of pending offers from any potential buyers.

17. CONSIDERATION: Owner acknowledges that the efforts of Broker to procure a buyer through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Contract.

18. EARNEST MONEY DEPOSITS: Owner authorizes Broker to accept earnest money deposits to be applied to the sale price and to place such earnest money deposits into an escrow account until the closing of the sale, which account **may** **may not** bear interest.

19. MINIMUM BROKERAGE SERVICES TO BE PROVIDED: Broker hereby agrees to provide Owner, through Broker and/or Broker's affiliated licensees (if any), at a minimum, the following services:

- a. Accepting delivery of and presenting to Owner and/or any prospective buyer offers and counteroffers to buy, sell, or lease the Property;
- b. Assisting Owner or any prospective buyer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
- c. Answering Owner's or any prospective buyer's questions relating to the offers, counteroffers, notices, and contingencies.

20. GENERAL PROVISIONS: This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. This Contract can be modified only by written agreement signed by Owner and Broker.

In the event that any term, provision, covenant or agreement contained in this Contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the rest of this Contract shall in no way be impaired or invalidated and shall remain in full force and effect.

In any action or proceeding to enforce any provision of this Contract, or for damages sustained by reason of the breach, the prevailing party shall be entitled to all attorneys' fees, actually incurred, and to all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker hires an attorney to enforce the collection of any commission payable pursuant

to this Contract and is successful in collecting some or all such commission without commencing an action or proceeding, Owner agrees to pay such Broker's actual attorney's fees and costs.

This Contract is executed and intended to be performed in accordance with the laws of the state of Missouri and the laws of that state shall govern its interpretation and effect.

The language of this Contract shall be construed according to its fair meaning and not strictly for or against either party. Captions are for convenience of reference only and are in no way intended to construe the meaning of any term, provision or agreement contained in this Contract. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.

21. ELECTRONIC SIGNATURES/INSTRUMENTS: In accordance with the Missouri Uniform Electronic Transactions Act, the signing, sending, providing, delivering, transmitting or execution of all or part of this Agreement by electronic means, including but not limited to by facsimile machine, digital signature, scanned image, email or text message, shall have the same force and effect as a hand-delivered original signature and document. Should Owner or Broker request it, the other party will confirm electronic signatures by signing an original instrument. **Owner and Broker hereby acknowledge and agree that modifications to this Agreement may be made by email sent to and from the email addresses provided below.** If no email address is provided for either party below, then all modifications to this Agreement must be made by signing an original instrument.

22. ATTACHMENTS: The following attached forms, indicated by check mark, are incorporated into this contract by reference:

- Legal Description
- Seller's Property Condition Disclosure Form – Land Only
- Appointment of Designated Agent
- Other: Aerial

BROKER DISCLOSURE FORM: Owner hereby acknowledges receipt of a copy of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission prior to the signing of this contract or upon Broker's obtaining any personal or financial information from Owner, whichever occurred first.

Owner hereby acknowledges receipt of one copy of this Contract.

NOTICE: This is intended to be a legally binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you do not understand any portion of this contract, seek legal or tax advice from a competent professional.

LISTING CONTRACT ACCEPTED:

Broker: Missouri Land Company LLC

By: _____
Authorized Agent

Email: mstoner@missourilandco.com

Owner Company Name (if owner is a company)

Owner: Joel Shrader

Email: Joel Shrader@yahoo.com

Owner: _____

Email: _____

Address: 10511 NW 86th St
KC, mo. 64153

Phone: 816-699-9287