



Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

1 James S. Kemp (whether one or more, "Owner")
 2 hereby representing to be all of the owners of the following described Property, hereby appoints (*Insert Brokerage Co. name*)
 3 RE/MAX Lake of the Ozarks ("REALTOR®"), as the sole and exclusive agent
 4 with exclusive right to sell, to find a buyer for the following property, consisting of _____ acres more or less (the "Property"):
 5 36 40N 16W Porto Cima MO 65079 Camden
 6 **Section Township Range Street Address City State Zip Code County**
 7 Lot 1049, Heritage Isle Sub.
 8 ☐ (*check box if legal description attached. If no legal description is provided, then the legal description on Owner's*
 9 *vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the*
 10 *Property hereafter entered into by Owner*) for the period beginning with the Effective Date and ending at 11:59 p.m. on
 11 Saturday, April 17, 2010 (together with any written extension thereof, the "Listing Period") at the sale
 12 price of \$ 125,000.00 and terms of cash, or for any other price or terms to which Owner shall consent, and
 13 under the following special terms (*if any*): cash to seller
 14 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and money,
 15 through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract.
 16 Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to REALTOR® to
 17 avoid possible confusion over agency or brokerage relationships and misunderstandings about liability for compensation.
 18 If a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s), Owner, or any other broker or person
 19 during the Listing Period, then Owner shall pay to REALTOR® 10 (*indicate % of sales price, or*
 20 *specific dollar amount*) as REALTOR®'s compensation due. Such compensation shall also be paid if the Property is
 21 exchanged, optioned, sold, conveyed or otherwise transferred within 60 days after expiration of the Listing
 22 Period (the "Protection Period") to anyone who was introduced to the Property by anyone during the Listing Period;
 23 provided Owner has received notice in writing, including the name of the prospective buyers, before or upon expiration of the
 24 Listing Period. It is understood and agreed that REALTOR®'s presentation of an offer during the Listing Period shall
 25 constitute notice hereunder with respect to the prospects identified thereon. However, Owner shall not be obligated to pay
 26 such compensation if a new valid exclusive listing contract is entered into during the Protection Period with another licensed
 27 real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period,
 28 and Owner pays the new listing broker a commission on the closing of that transaction.
 29 In addition, Owner agrees to pay REALTOR® a marketing fee of \$ 200.00 on (*check whichever applies*):
 30 ☐ the Effective Date of this Listing Contract, or ☒ the date that the other compensation above provided for is payable.
 31 **BROKER COOPERATION AND COMPENSATION POLICY.** REALTOR®'s company policy authorizes REALTOR® or
 32 REALTOR®'s representatives to cooperate with other brokers acting pursuant to the following brokerage relationships, as
 33 defined by Section 339.710 R.S.Mo. (*Insert compensation amounts [or "zero"] below to indicate that such cooperation is*
 34 *authorized by REALTOR®'s company policy. Insert "N/A" below to indicate that such cooperation is not authorized, whether by*
 35 *company policy or otherwise. Note: Even if compensated by REALTOR® or Owner, it is understood that cooperating brokers*
 36 *may represent the interests of buyers only*).
 37 If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered
 38 by REALTOR® shall be as follows (*indicate a specific dollar amount, or the percentage of sale price, that will be offered for*
 39 *each applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding compensation*
 40 *differs as to brokers who are not participants in the Multi-Listing Service in which REALTOR® is a participant ("MLS");*
 41 *excludes particular brokers, whether or not participants in the MLS; or is otherwise limited*):
 42 \$ _____ or 5.000 % of sale price to subagents of REALTOR®; (*i.e., limited agents representing Owner*);
 43 \$ _____ or 5.000 % of sale price to buyer's agents; (*i.e., limited agents representing prospective buyers*);
 44 \$ _____ or _____ % of sale price to transaction brokers; (*i.e., neutral licensees representing neither party*).
 45 ☐ (*check only if applicable*) REALTOR®'s offer of compensation is not available to brokers other than MLS participants.
 46 ☐ (*check only if applicable*) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise
 47 limited (*explain*): _____
 48 **DISCLOSURE AUTHORIZATIONS.** Owner (*check one*)
 49 **Motivating Factors.** ☒ **DOES** ☐ **DOES NOT** permit REALTOR® to disclose the following motivating factors for Owner in
 50 selling the Property: Seller moved out of area. Not planning on building on lot
 51 **Offers.** ☒ **DOES** ☐ **DOES NOT** permit REALTOR® to disclose the existence of offers on the Property.
 52 **Terms.** ☐ **DOES** ☒ **DOES NOT** permit REALTOR® to disclose the terms of offers on the Property; provided, however,
 53 that REALTOR® is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the
 54 National Association of REALTORS® Code of Ethics and Standards of Practice (*e.g., that the Property is "under contract"*).
 55 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*) ☐ **IS** ☒ **IS NOT** a party to any other
 56 exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive
 57 representation agreement, such agreement ends (*date*) _____

LND-1010

GENERAL CONDITIONS

1. Owner Disclosures.

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form (*if any*) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property. Owner (*check one*) ☐ DOES ☐ DOES NOT agree to complete and deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (*if any*) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (*if any*) regarding the Property, and authorizes REALTOR® to disclose and provide such reports to prospects.

B. Representations. Owner further represents that, except as may be noted on a Disclosure Statement, the Property Data Form or otherwise in writing: (1) Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; (2) Owner knows of no other adverse material facts which negatively affect the value of the Property; and (3) to the best of Owner's knowledge, all of the utilities available at the Property (*if any*) are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. This representation shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner.

C. Indemnity. Owner agrees to hold REALTOR®, its affiliated licensees and employees and all cooperating brokers and their agents and employees harmless for any damages or civil or criminal actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by Owner in connection with the sale of the Property including without limitation, the inaccuracy of information contained in the Property Data Form, the Disclosure Statement, or otherwise provided or omitted by Owner in connection with the sale or lease of the Property. Owner agrees to thoroughly review all listing information prepared by REALTOR® and advise REALTOR® immediately in writing of any errors or omissions, including but not limited to the size of the Property. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant, or other third party before or after possession with respect to any errors or omissions contained in the information provided to REALTOR® and the buyer, and that REALTOR® shall not be responsible in any manner for any errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish REALTOR® with a copy of any available survey report.

3. Taxes and Assessments. 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 calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed. Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay the taxes until date of closing. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes REALTOR® to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of REALTOR®, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or REALTOR® incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to REALTOR® in lieu of further compensation; provided, however, REALTOR® shall in no event receive any more money in lieu of compensation than the amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation. Owner authorizes REALTOR®: (A) to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between REALTOR® and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; and (B) to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with REALTOR®'s company policy as set forth herein, and to allow same to show the Property.

6. Advertising. Owner authorizes REALTOR® to take and use photographs or videotapes of the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by REALTOR®, including but not limited to advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. Inspections/Access. Owner authorizes REALTOR®, salesperson(s) assisting prospective buyers and authorized by REALTOR®, prospective buyers, lenders, appraisers and inspectors to have access to the Property to make, or allow third parties to make, such inspections of the Property as are deemed necessary, upon reasonable notice to Owner and at all reasonable times, to show the Property to prospects; and to disclose the opinions resulting from such inspections to interested parties. Owner agrees to secure and insure all property and valuables (*if any*) and to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing. Owner

authorizes REALTOR® to allow prospective buyers to take photographs or videotapes of the Property, provided that the photographs or videotapes shall be for the sole use of the prospective buyer.

8. Legal and Professional Advice. REALTOR® suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. REALTOR® makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, soils or geotechnical conditions, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. REALTOR® will cooperate with experts selected and engaged by Owner, but REALTOR® shall have no liability pertaining to such matters.

9. Franchise Disclosure. *(REALTOR® to check box only if applicable).*

☒ REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

10. Nondiscrimination. The Property will be offered for sale in accordance with local and federal fair housing laws without regard to the race, color, religion, sex, handicap, familial status, national origin or ancestry of any prospective buyer.

11. Owner Consent to Brokerage Relationships:

A. Seller Limited Agency as Starting Point; Effect of In-House Sales.

Pursuant to this Listing Contract, REALTOR® will be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by REALTOR®'s company policy. By marking below, the following subsections permit a conversion of the REALTOR®'s relationship with Owner to a different relationship in such circumstances. Disclosure of any conversion to a different relationship shall be made upon its occurrence as required by rule or regulation.

☒ *(Check if applies)* **B. Conversion to Dual Agency Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent.**

This paragraph applies only if REALTOR®'s company policy allows dual agency. Where a prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Owner *(check one)* **DOES ☒ DOES NOT ☐** consent to REALTOR® showing the Property to the buyer as a dual agent, representing both Owner and the buyer. In such case REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

☒ *(Check if applies)* **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency.**

This paragraph applies only if REALTOR®'s company policy allows designated agency. Owner acknowledges that REALTOR® may appoint licensees affiliated with REALTOR® as designated agents to the exclusion of all other affiliated licensees. REALTOR® shall not be considered a dual agent solely because REALTOR® has appointed one or more affiliated licensees to represent Owner and one or more affiliated licensees to represent the buyer. However, REALTOR® will be a dual agent if REALTOR® (1) personally represents both Owner and the buyer in the same transaction, (2) learns confidential information about either party to a transaction, (3) is consulted by any licensee involved in the transaction, or (4) supervises the licensee for one side of the transaction and personally represents the other side. Owner hereby consents to REALTOR®'s dual agency in any of the foregoing situations. As a dual agent, REALTOR® shall have the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

☐ *(Check if applies)* **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker.**

This paragraph applies only if REALTOR®'s company policy permits transaction brokerage. Where a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction broker, Owner *(check one)* **DOES ☐ DOES NOT ☒** consent to REALTOR® showing the Property to the buyer as a transaction broker assisting both Owner and the buyer, without an agency relationship to Owner or the buyer. In such case REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. In accordance with Missouri law, if Owner does not consent herein to REALTOR®'s acting as a transaction broker but REALTOR® wishes to convert to a transaction broker in the future and Owner does not consent to such conversion at that time, REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction *(if applicable)* or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage.

☐ *(Check if applies)* **E. Designated Transaction Broker for Owner and Buyer; Possible Conversion to Transaction Brokerage.**

This paragraph applies only if REALTOR®'s company policy allows designated transaction brokerage, and if Box D above is applicable and there has been a permitted conversion to transaction brokerage. Owner acknowledges that REALTOR® may appoint licensees affiliated with REALTOR® as designated transaction brokers to the exclusion of all other affiliated licensees. REALTOR® shall not be considered a transaction broker solely because REALTOR® has appointed one or more affiliated licensees to assist Owner and one or more affiliated licensees to assist the buyer. However, REALTOR® will be a transaction broker if REALTOR® (1) personally assists both Owner and the buyer in the same transaction, (2) learns confidential information about either party to a transaction, (3) is consulted by any licensee involved in the transaction, or (4) supervises the licensee for one side of the transaction and personally assists the other side.

12. Minimum Brokerage Services (\$339,780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;

187 2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and
 188 notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all
 189 contingencies are satisfied or waived; and
 190 3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

191 **13. Signatures.** This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an
 192 original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a
 193 document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an
 194 original document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an
 195 original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Listing Contract may be
 196 made via the e-mail addresses set forth below (mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).

197 **14. Effective Date.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent
 198 to the signature of the last party to sign this Listing Contract or (specify if otherwise) _____.

199 **LISTING CONTRACT ACCEPTED**

200 **By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of**
 201 **one (1) copy hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on**
 202 **or before signing this Listing Contract, or upon REALTOR®'s obtaining any personal or financial information,**
 203 **whichever occurred first.**

204

205 RE/MAX Lake of the Ozarks

206 Listing REALTOR®'s Firm Name

207 Delores Richardson for Fran Campbell Johnson

208 By _____

209 _____

210 Print Name: Fran Campbell Johnson

211 Email Address: _____

212 Title: Realtor

213 Date: 3/25/09

214

215

216

217 **The following is to be completed only if designated agency is permitted and authorized as set forth above.**

218 REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion
 219 of all other affiliated licensees

220 _____

221 _____

222 By: _____ Date: _____

223 Designated Broker (or office manager/supervising broker)

Owner James S. Kemp

Print Name: James S. Kemp

Email Address: R. RKemp33@MCHST.COM

Date: 3/26/09

Owner _____

Print Name: _____

Email Address: _____

Date: _____

Owner's Address _____

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

- (A) To perform the terms of the written agreement made with the client;
- (B) To exercise reasonable skill and care for the client;
- (C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

- (D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

- (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
- (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
- (C) What the motivating factors are for any client buying, selling, or leasing the Property;
- (D) That a client will agree to financing terms other than those offered; and
- (E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (i) Presenting all written 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 in the agreement entered with the party;
 - (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (iii) Accounting in a timely manner for all money and Property received;
 - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (v) Assisting the parties in complying with the terms and conditions of any contract;
 - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;
 - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - (C) What the motivating factors are for any party buying, selling or leasing the Property;
 - (D) That a seller or buyer will agree to financing terms other than those offered;
 - (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (B) List competing properties for sale or lease;
 - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
 - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.



Farm or Vacant Land or Lot Disclosure Statement

This document has legal consequences. If you do not understand it, consult your attorney.

1 **Property Address:** Lot 1452, Porta Cima, MO 65079

2 The following is a disclosure statement made by the Seller regarding the above property.

3 **NOTICE TO SELLER:** Each seller is obligated to disclose to a buyer all "adverse material facts" related to the
4 physical condition of the property being sold that are not readily ascertainable or known to a party and which
5 negatively affects the value of the property. This disclosure statement is designed to assist Seller in complying
6 with disclosure requirements and to assist Buyer in evaluating the property being considered. The listing real
7 estate broker, the selling real estate broker and their respective agents will rely upon this information when they
8 evaluate, market and present Seller's property to prospective buyers.

9 **NOTICE TO BUYER:** This is a disclosure of Seller's knowledge of the condition of the property as of the date
10 signed by Seller and is not a substitute for inspections, tests or other investigation or warranties that Buyer may
11 wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by the listing broker, the
12 selling broker, or their agents and is not a substitute for any inspection or warranty the Buyer may wish to obtain.

13 A. SURVEY, EASEMENTS, FLOODING

14 (1) When did you purchase the land? _____

15 (2) Has the land been surveyed? ☐ Yes ☐ No

16 Year surveyed _____

17 (3) What company or person performed the survey?

18 Name _____ Phone _____

19 Address _____

20 (4) If this is platted land, has a certificate of survey been completed? ☐ Yes ☐ No

21 If "Yes," by whom? _____ When? _____

22 (5) Has the plat been recorded in the land records? ☐ Yes ☐ No

23 If "Yes," Plat Book # _____ Page # _____

24 To the best of your knowledge:

25 (6) Are there any encroachments or boundary line disputes? ☐ Yes ☐ No

26 (7) Are there any easements other than utility or drainage easements? ☐ Yes ☐ No

27 (8) Is the property in a designated 100 year flood plain or wetlands area? ☐ Yes ☐ No

28 (9) Has there ever been a flood or other disaster at the property? ☐ Yes ☐ No

29 (10) Have there ever been drainage problems affecting the property

30 or adjacent properties? ☐ Yes ☐ No

31 (11) Give the details if any of questions 6 through 9 are answered "Yes."

32

33 B. USE RESTRICTIONS. To the best of your knowledge:

34 (1) Do any of the following types of covenants, conditions, or restrictions affect the land:

35 a. Subdivision or other recorded covenants, conditions, or restrictions? ☐ Yes ☐ No

36 b. A right of first refusal to purchase? ☐ Yes ☐ No

37 c. Variances, special use permits, or other zoning restrictions specific

38 to this property? ☐ Yes ☐ No

39 (2) If any of the above questions (B1) are answered "Yes," do you have written copies of

40 these covenants, conditions or restrictions? ☐ Yes ☐ No

41 If "Yes," describe: _____

DSC-8020

REMAX Lake of the Ozarks 3525 Hwy 54, Osage Beach MO 65065

Phone: 5733022390

Fax: 5733022388

Deborah Richardson

Page 1 of 3

Kemp - 1452 SD

- 42 (3) Have you ever received notice from any person or authority as to any breach of any of
43 these covenants, conditions or restrictions? ☐ Yes ☐ No

44 If "Yes," describe: _____

45 **C. CONDITION OF THE PROPERTY. To the best of your knowledge:**

- 46 (1) Are there any structures, improvements, or personal property included in the sale? ☐ Yes ☐ No

47 If "Yes," list all items: _____

- 48 Are there any problems or defects with any of these items? ☐ Yes ☐ No

49 If "Yes," describe all problems or defects: _____

- 50 (2) Are there any operating or abandoned oil wells, buried storage tanks, or buried debris or
51 waste on the property? ☐ Yes ☐ No

52 If "Yes," give details: _____

- 53 (3) Is there any hazardous or toxic substance in or on this property or any adjacent property
54 (including but not limited to mold or lead in the soils)? ☐ Yes ☐ No

55 If "Yes," give details: _____

- 56 (4) Have any soil tests been performed? ☐ Yes ☐ No

57 If "Yes," When? _____ By Whom? _____

58 Results: _____

- 59 (5) Does the property have any fill or uncompacted soils? ☐ Yes ☐ No

60 If "Yes," describe location and depth: _____

- 61 (6) Are there any settling or soil movement problems on this property or any adjacent property? ... ☐ Yes ☐ No

62 If "Yes," give details: _____

- 63 (7) Is there a large-scale infestation, rot or disease in the trees on the property? ☐ Yes ☐ No

64 If "Yes," give details: _____

65 **D. UTILITIES. To the best of your knowledge:**

- 66 (1) Have any percolation tests been performed? ☐ Yes ☐ No

67 If "Yes," When? _____ By Whom? _____

68 Results: _____

- 69 (2) Are any of the following presently existing within the property?

70 a. Connection to public water? ☐ Yes ☐ No d. A water well? ☐ Yes ☐ No

71 b. Connection to public sewer? ☐ Yes ☐ No e. Septic tank? ☐ Yes ☐ No

72 c. Connection to private water ☐ Yes ☐ No f. Connection to electric utility? ☐ Yes ☐ No

73 system off property? ☐ Yes ☐ No g. Connection to natural gas service? ☐ Yes ☐ No

- 74 (3) Are any of the following existing at the boundary of the property?

75 a. Public water system access? ☐ Yes ☐ No d. Natural gas access? ☐ Yes ☐ No

76 b. Private water system access? ☐ Yes ☐ No e. Telephone system access? ☐ Yes ☐ No

77 c. Electric service access? ☐ Yes ☐ No

- 78 (4) Have any utility access charges been paid? ☐ Yes ☐ No

79 If "Yes," which charges have been paid? _____

80 **E. FEDERAL/STATE/LOCAL FARM PROGRAMS**

- 81 (1) CRP (Conservation Reserve Program) Was property enrolled in CRP? ☐ Yes ☐ No

82 If "Yes," complete the following:

83 _____ total acres put in CRP _____ last year of participation
84 _____ per acre bid in _____ enrollment year _____ annual payment

- 85 (2) WRP (Wetlands Reserve Program) was property enrolled in WRP? ☐ Yes ☐ No

86 If "Yes," complete the following:

87 _____ total acres put in WRP _____ last year of participation
88 _____ per acre bid in _____ enrollment year _____ annual payment

- 89 (3) DCP (Direct and Counter-cyclical Payment Program).
 90 Was property enrolled in DCP? ☐ Yes ☐ No
 91 If "Yes," what is the annual payment? \$ _____
- 92 (4) CSP (Cost Share Program) (usually a 10-year program).
 93 Is the property currently participating in any CSP? ☐ Yes ☐ No
 94 If "Yes," check applicable boxes:
 95 _____ Soil/Water _____ Terracing _____ Seeding
 96 (Cost Share Program must be maintained or the original owner can be fined.)
- 97 (5) Other Programs (please identify any other federal, state or local farm loan, price support or subsidy
 98 programs in which the property currently participates):
 99 _____

100 F. OTHER MATTERS

- 101 (1) Are you aware that the property is or was used as a site for methamphetamine production
 102 or the place of residence of a person convicted of a crime involving any controlled substance
 103 related thereto? ☐ Yes ☒ No
 104 If "Yes," MAR Form DSC-5000 must be filled out in conjunction with this form.
- 105 (2) Is there anything else that may materially and adversely affect the value or desirability of
 106 property, e.g., pending claims or litigation, notice from any governmental authority of violation
 107 of any law or regulation, proposed zoning changes, street changes, threat of condemnation,
 108 or neighborhood noise or nuisance? ☐ Yes ☒ No
 109 If "Yes," give details: _____

110 G. SELLER'S STATEMENT (to be signed at time of listing)

111 The undersigned Seller represents that the information set forth in the foregoing disclosure statement is
 112 accurate and complete to the best of Seller's knowledge. Seller does not intend this disclosure statement to
 113 be a warranty or guarantee of any kind. Seller hereby authorizes the listing Broker to provide this information
 114 to prospective buyers of the property and to real estate brokers and sales people representing such buyers.
 115 Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is
 116 discovered by or made known to Seller at any time prior to closing or settlement and constitutes an adverse
 117 material fact or would make any existing information set forth herein false or materially misleading.

118 _____ 3/24/09 _____
 119 Seller Date Seller Date
 James S. Kemp

120 BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

- 121 1. I understand and agree that the information in this form is limited to information of which Seller has actual
 122 knowledge and that Seller need only make an honest effort at fully revealing the information requested.
- 123 2. This property is being sold to me without warranties or guaranties of any kind by Seller or any Broker
 124 concerning the condition or value of the property.
- 125 3. I understand I have the right to make an independent investigation of my own. I have been specifically
 126 advised to have the property examined by professional inspectors.
- 127 4. I acknowledge that neither Seller nor any Broker is an expert at detecting or repairing physical defects in
 128 the property.
- 129 5. I specifically represent that there are no important representations concerning the condition or value of
 130 the property made by Seller or any Broker on which I am relying except as may be fully set forth in writing
 131 and signed by either of them.

132 _____
 133 Buyer Date Buyer Date

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Kemp - 1452 SD