



# VAUGHN • ROTH

## LAND BROKERS

KNOWLEDGE ♦ TRUST ♦ PERFORMANCE  
Limited Liability Company

P.O. BOX 225, BURLINGTON, KS 66839 • PHONE: (620) 888-3040 • FAX: (620) 888-3041 • EMAIL: INFO@VAUGHNROTH.COM • WEBSITE: VAUGHNROTH.COM

### LISTING AGREEMENT – LAND EXCLUSIVE SELLER AGENCY

This exclusive right to sell agreement between the undersigned SELLER and BROKER for the property known as

Cimarron Pipeline LLC is exclusive and

irrevocable for the period beginning 10-16 2020 and ending 4-16 2021.

#### LEGAL DESCRIPTION:

A tract including improvements and residence in Section 26, Township 15, Range 09 East AND a tract including the SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 25, Township 15, Range 09 East of the Sixth P.M., Morris County, Kansas.

This property is offered for sale for the sum of \$618,800.00

Six hundred eighteen thousand eight hundred Dollars on the following terms:

☒ Cash

☒ Conventional

☐ Assumption

and/or

☐ Owner carry on the following terms:

\_\_\_\_\_ together with

all improvements thereon and the following exceptions and/or additions:

Broker agrees to market the property and pay the costs thereof. Seller hereby represents and warrants to Broker that this is the one and only exclusive right to sell agreement in effect, and said Seller has the capacity to convey merchantable title upon closing.

1. Mineral rights will:

- ☐ pass with the land to the Buyer  
☒ remain with the Seller

Crops planted at the time of sale will:

- ☐ pass with the land to the Buyer  
☒ remain with the Seller  
☐ Other

Water rights will:

- ☒ pass with the land to the Buyer  
☐ remain with the Seller  
☐ Other

(please describe other) \_\_\_\_\_

Are there any oil or gas leases of record? Yes

There is no leasehold interest or tenant's rights in the subject property, except as follows:

The property is to sell free of hunting, grazing and agricultural leases unless negotiated otherwise w/ Buyer

2. The Broker agrees to perform the terms of this contract, promote the interest of the Seller with the utmost good faith, loyalty and fidelity, and, subject to the following, present all offers, counteroffers and back-up offers in a timely manner. Upon acceptance of a contract, the Broker will cease marketing the property, but submit any offers received.

3. The Seller agrees to pay the Broker a brokerage fee of 5 % of the selling price, if the Broker produces a ready, willing, and able buyer for the property at the price and subject to the terms stated, or later agreed upon, or if the sale, lease or exchange of the property is made by the Seller or any other person during the term of this exclusive right to sell listing agreement. Seller authorizes the deduction of said brokerage fee from the Seller's proceeds at closing.

4. Such compensation shall be paid if property is sold, leased, exchanged, conveyed, or otherwise transferred within 90 days after termination of this agreement, or any extension thereof, to anyone with whom the agent has negotiated or to whom the agent has exposed the property prior to final termination, provided Seller has received notice in writing, including the names of prospective purchasers, before or upon termination of this agreement or any extension thereof.

5. Seller acknowledges receiving the "Real Estate Brokerage Relationship" brochure. Vaughn-Roth Land Brokers is acting as a Sellers agent. Seller understands that Broker may show alternative properties not owned by Seller to prospective buyers, and may list competing properties for sale without breaching any duty or obligation to Seller.

6. Seller also understands and agrees that as part of marketing the property, Broker will be showing buyers properties other than Seller's and providing buyers with information on selling prices in the area.

7. The Seller agrees to divide equally with the Broker any earnest money deposited with a contract and forfeited by a buyer, but not in excess of the amount to which the Broker would be entitled had the transaction closed.

8. The Seller gives the Broker the right to place a For Sale sign on the property and to remove all other such signs during the term of this listing agreement.

9. The Seller agrees to refer all inquiries and offers received during the term of this listing agreement to the Broker.

10. The Seller agrees to provide the buyers of the property with evidence of clear title and to provide inspection reports, if any, when called for in a sales agreement. The Seller hereby agrees to indemnify and hold harmless the Broker, Broker's agents and employees from any liabilities, costs, or expenses with respect to said inspections.

11. Seller agrees to leave utilities on during the term of this listing or until final settlement of a sales transaction, whichever is later.

12. Seller agrees to thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or omissions. Seller further stipulates that the dimensions of the lot as shown on the listing information are accurate to the best of Seller's knowledge.

13. SELLER HAS BEEN ADVISED AND UNDERSTANDS THAT THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES. SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS BROKER AND BROKER'S AGENTS FROM ANY CLAIMS THAT REQUIRED DISCLOSURES WERE NOT MADE, INCLUDING REASONABLE ATTORNEY FEES OF BROKER AND BROKER'S AGENTS. Seller hereby warrants that the information provided to the Broker, as well as the information provided herein, is true and correct according to the Seller's best knowledge and belief, and agrees to hold Broker and Broker's agents, and any cooperating brokers and agents, harmless from any damages, costs, attorney fees, or expenses whatsoever, arising by reason of Seller not disclosing any pertinent information, giving any incorrect information, or the breach of any terms and conditions of this agreement.

14. Seller authorizes Broker to contact any lending institution or mortgage holder to obtain any information which may be appropriate. Seller authorizes the Farm Service Agency to provide any information pertaining to this property to Broker.

15. The Broker will disclose to the Seller all adverse material facts actually known by the Broker about the buyer and advise the Seller to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond the Broker's expertise. When the Seller has been so advised, no cause of action for any person shall arise against the Broker pertaining to such material matters. The Broker will disclose to any customer and Seller any adverse material facts actually known by Broker, related to the physical condition of the property, which contradict any information included in a written report that has been prepared by a qualified third party and provided to a customer or Seller. However, Broker owes no duty to conduct an independent inspection of the property to verify accuracy or completeness of any statements made by Seller or any qualified third party. Broker will account in a timely manner for all money and property received. The Broker will comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas; comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes, rules and regulations. The Broker will keep all information about the Seller confidential unless disclosure is required by statute, rule or regulation, or unless failure to disclose would constitute fraudulent misrepresentation. The Broker will disclose to any customer all adverse material facts actually known by the Broker, including but not limited to: environmental hazards affecting the property which are required by law to be disclosed, the physical condition of the property, any material defects in the property or title thereto, or any material limitations on the Seller's ability to perform under the terms of the contract.

16. The Broker may have access to the property at reasonable times for showings to prospective buyers, for inspections, and for appraisals. The Seller agrees to furnish the Broker a key to the property, if necessary, and permit the Broker to place a Multiple Listing Service lockbox on the premises during the term of this listing agreement or until final settlement of a sales transaction, whichever is later.

17. The Broker is not responsible for vandalism, theft, or damage of any nature to the property.

18. Seller understands that Sellers Agent will order a "To Be Determined" Title Binder for this property. Seller will be responsible for any changes associated with said Title Binder.

19. Seller hereby authorizes Broker to distribute information concerning this property to any website, in Broker's sole discretion, including, but not limited to, any site operated by the National Association of REALTORS or the Broker. Seller acknowledges that distributing information in this manner is intended to increase public awareness of the property.

(please choose by initialing one)

NB yes \_\_\_\_\_ no

20. THIS PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTIONS AND SALE TO ALL PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, HANDICAP, OR FAMILIAL STATUS.

21. (Additional Terms of Listing)

1.) At broker's discretion, the broker may offer the property in two separate parcels as legally described by Morris County. If the property sells as two separate parcels, seller shall provide an easement along the east boundary of the tract in Section 24 as well as a gate access through east/west fence in order to access the tract located in Section 25. If the parcels are listed separately, the asking price shall be \$1,700.00 per acre multiplied by amount of acres in the individual tract.

Seller hereby acknowledges receipt of a copy of this agreement.

Vaughn-Roth Land Brokers/Lic. # CO00002655

Brokerage Firm

*Henry A. Vaughn*

Selling Agent

00244093

License #

P.O. Box 225

Broker's Address

Burlington, KS 66839

Broker's City, State & Zip

(620) 888-3044

Agent Phone

Agent Fax

Agent e-mail

*[Signature]*  
Seller

10/23/2020

*[Signature]*  
Date

Seller

Date

*[Signature]*  
1601 NW Expressway, Suite 777

Seller's Address

*[Signature]*  
Oklahoma City, OK 73118

Seller's City, State & Zip

*[Signature]*  
405.286.9800

Phone

Phone #2

*[Signature]*  
blake.vorran@blakeproduction.com

Seller's e-mail

\*THIS DOCUMENT IS PART OF A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS TO BUYER(S) AND SELLER(S) TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN ANY REAL ESTATE TRANSACTION.

## Seller's Agent

The seller's agent represents the seller only so the buyer may be either unrepresented or represented by another agent. The seller's agent is responsible for performing the following duties:

- Promoting the interests of the seller with utmost good faith, loyalty and fidelity.
- Protecting the seller's confidences, unless disclosure is required.
- Presenting all offers in a timely manner.
- Advising the seller to obtain expert advice.
- Accounting for all money and property received.
- Disclosing to the seller all adverse material facts about the buyer that the agent knows, and
- Disclosing to the buyer all adverse material facts that are known by the agent, including:
  - Any material defects in the property or in the title to the property, and
  - Any material limitation on the seller's ability to complete the contract.

The seller's agent has no duty to:

- Conduct an independent inspection of the property for the benefit of the buyer or
- Independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

## Designated Seller's Agent

The designated agent is a seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm. The designated agent will perform all the duties of a seller's agent while the transaction broker makes, they have a power agency agreement.

## Buyer's Agent

The buyer's agent represents the buyer only so the seller may be either unrepresented or represented by another agent. The buyer's agent is responsible for performing the following duties:

- Promoting the interests of the buyer with utmost good faith, loyalty and fidelity.
  - Protecting the buyer's confidences, unless disclosure is required.
  - Presenting all offers in a timely manner.
  - Advising the buyer to obtain expert advice.
  - Accounting for all money and property received.
  - Disclosing to the buyer all adverse material facts that the agent knows, and
  - Disclosing to the seller all adverse material facts actually known by the agent, including all potential facts concerning the buyer's financial ability to perform the terms of the transaction.
- The buyer's agent has no duty to:
- Conduct an independent investigation of the buyer's financial condition for the benefit of the seller or
  - Independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

## Designated Buyer's Agent

The designated agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm. The designated agent will show properties listed by other agents in the designated agent's firm. The designated agent performs all duties of a buyer's agent while the other agents in the firm perform the duties of a seller's agent on a transaction broker.

## Transaction Broker

The transaction broker is not an agent for either party so the transaction broker does not advocate the interests of either party. The transaction broker is responsible for performing the following duties:

- Protecting the confidences of both parties including the following information:
    - The fact that a buyer is willing to pay more;
    - The fact that a seller is willing to accept less;
    - The fact that a party is making any party's financing terms; and
    - Any information or personal confidences about a party that might put the other party at an advantage.
  - Exercising reasonable skill and care.
  - Presenting all offers in a timely manner.
  - Advising the parties regarding the transaction.
  - Stating that the parties obtain expert advice.
  - Accounting for all money and property received.
  - Keeping the parties fully informed.
  - Assisting the parties in closing the transaction.
  - Disclosing to the buyer all adverse material facts actually known by the transaction broker, including:
    - Environmental hazards affecting the property,
    - that are required to be disclosed.
    - The physical condition of the property,
    - Any material defects in the property, or in the title to the property.
    - Any material limitation on the seller's ability to complete the contract.
  - Disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.
- The transaction broker has no duty to:
- Conduct an independent inspection of the property for the benefit of any party.
  - Conduct an independent investigation of the buyer's financial condition.
  - Independently verify the accuracy or completeness of statements made by the seller, buyer or any qualified third party.

Fear Here

## Optional Acknowledgment

Completion of this acknowledgment is not required by law. However, our firm prefers to have your acknowledgment so we are sure your choices were explained to you.

Please acknowledge receipt of the brochure by circling either "seller" or "buyer" and signing below. This form is not a contract. If you choose to have an agent represent you, a written agency agreement must be signed.

 10/23/2020  
 Seller or Buyer Date

Seller or Buyer Date



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## CONSENT FOR RELEASE OF FSA RECORDS UNDER THE PRIVACY ACT

### Certification of Identity of Person Whose Records Are Being Requested

*(Must be completed if request for records is not made in person)*

★ Full Name of Requester<sup>1</sup> Cameron Pipeline LLC ✓  
★ Current Address 1601 NW Expressway, Suite 777 OKC, OK 73118 ✓  
★ Last Four Digits of Social Security Number<sup>2</sup> EIN 73-1579740 ✓

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a (i)(3) by a fine of not more than \$5,000.

Legal Description

Nearest Intersection

### Authorization to Release Information to a Third-Party

*(Must also complete Certification of Identity above)*

Pursuant to 5 U.S.C. 552a (b), I authorize the Farm Service Agency to release, to the following individual, certain information relating to me as listed below

Vaughn Cameron Roth, Vaughn-Roth Land Brokers or Assigns

156 EZE, Aerial Map, Government Payments, CRP Contract

*(Information authorized for release must be specified here.)*

★ Signature<sup>3</sup> [Signature]

★ Date 10/23/2020 ✓

**THIS CONSENT IS IN EFFECT ONE (1) YEAR FROM ABOVE DATE OR UNTIL REVOKED.**

USDA is an equal opportunity employer, lender and provider

Name of individual who is the subject of the record sought

<sup>1</sup>Providing the last four digits of your social security number is voluntary. The need for the last four digits is only to facilitate the identification of records relating to you. Without this, FSA may be unable to locate any or all records pertaining to you.

<sup>3</sup>Signature of individual who is the subject of the record sought