

# AUCTION

## PROPERTY INFORMATION



Find Your Freedom<sup>®</sup>

*127.6 +/- acres*  
*Garden City, Cass County, MO*



**Heritage Brokers  
& Auctioneers**

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**Heritage Brokers  
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 100 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: [www.BidHeritage.com](http://www.BidHeritage.com) (for Auctions) and [www.BuyHeritage.com](http://www.BuyHeritage.com) (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel". The signature is fluid and cursive, with a long horizontal line extending from the start of the name.

R. Shawn Terrel, CAI, AARE  
Owner / Broker / Auctioneer

**UNITED COUNTRY®**

*in Kansas City since 1925*

(877) 318-0438 Office \* (816) 420-6219 Fax \* 2820 NW Barry Rd., Kansas City, MO 64154

[www.BidHeritage.com](http://www.BidHeritage.com) & [www.BuyHeritage.com](http://www.BuyHeritage.com)

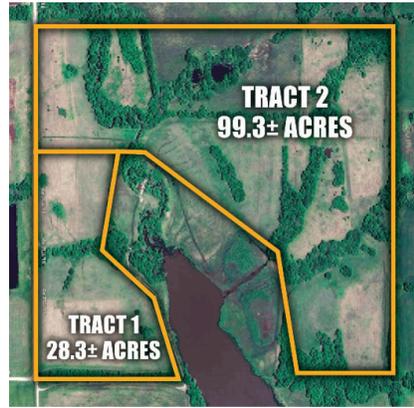
## ONLINE-ONLY AUCTION

# 127.6+/- ACRES

Offered in 2 Tracts | Garden City - Cass County



### BIDDING ENDS: WED, JULY 23 - 6 PM



These are great investment tracts with the potential for building your dream country home, small livestock operation, or hobby farming.

- Close to Garden City and Creighton, Missouri
- Easy Access to MO State Hwy 7
- Good county road access
- Beautiful topography & gently sloping terrain
- Excellent recreational and wildlife scenery
- A portion of the property is currently enrolled in the Conservation Reserve Program (CRP)
- Utilities appear to be near the area (verify)

**REGISTER & BID NOW!**



**Heritage Brokers  
& Auctioneers**

Shawn Terrel, Auctioneer / Broker

[BidHeritage.HiBid.com](https://BidHeritage.HiBid.com) | [877-318-0438](tel:877-318-0438)



# MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

## CHOICES AVAILABLE TO YOU IN MISSOURI

### **Seller's or Landlord's Limited Agent**

Duty to perform the terms of the written agreement made with the seller or landlord, **to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

### **Buyer's or Tenant's Limited Agent**

Duty to perform the terms of the written agreement made with the buyer or tenant, **to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

### **Sub-Agent (Agent of the Agent)**

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

### **Disclosed Dual Agent**

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

**A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.**

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

## Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

## Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

## Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

**Heritage Brokers & Auctioneers**  
**2820 NW Barry Road**  
**Kansas City, MO 64154**



**Online Auction Bidders Agreement**

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I \_\_\_\_\_ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: *Two tracts of vacant rural development land consisting of (28.3 acres) and (99.3 acres), located in Section Seven (7), Township Forty-three (43) North, Range Twenty-nine (29) West, Cass County, Missouri.*

**Legal Description:** a 28.3 acre and a 99.3 acre tract (+/-) of land which are identified in the provided survey dated (02/27/2025). The full legal description shall be provided by the Title Company.

**Online Auction Dates:**

- o **Online Bidding Opens on Wednesday, June 25th, 2025 at 6:00 pm (CT)**
- o **Online Bidding Closes on Wednesday, July 23rd, 2025 at 6:00 pm (CT)**

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

**Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at [lucinda@buyheritage.com](mailto:lucinda@buyheritage.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted at any time, as the property is vacant land, or by contacting the auction company at (877) 318-0438.

- 5) **Buyer's Premium: A Five Percent (5%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 5% buyer's premium = total purchase price of \$105,000).
- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Seller. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auctioneer, no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for Bidder to review prior to bidding in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, August 22nd 2025**. Closing shall take place at **Coffelt Land Title, 401 S Lexington St., Harrisonville, MO 64701**. The closing agent is **Janelle Vergouven**, email is **JVergouven@coffeltlandtitle.com**, phone number is **816-581-2223**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** The property has been recently surveyed. If the buyer desires any additional survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure,

to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers should meet the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required down payment. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offers at their sole and absolute discretion. All pre-auction offers should allow a minimum of 24 hours for seller's acceptance.

**Signature and Information to Follow**



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S  
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER:** Leo Harold Kurzweil and Linda M. Kurzweil (Trustees under Trust Agreement dated December 16, 1998)  
2

3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure  
4 Addendum, or described below) \_\_\_\_\_  
5 a 26+/- acre and 100+/- acre tract located in the SW/4 of Section 7-43N-29W in Cass County, Missouri.  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 Approximate date SELLER purchased Property: \_\_\_\_\_ . Property is  
9 currently zoned as Agricultural Use.

10  
11 **1. NOTICE TO SELLER.**

12 Be as complete and accurate as possible when answering the questions in this disclosure. Attach  
13 additional sheets if space is insufficient for all applicable comments. SELLER understands that the law  
14 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s)  
15 and that failure to do so may result in civil liability for damages. This disclosure statement is designed to  
16 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this  
17 information.

18  
19 **2. NOTICE TO BUYER.**

20 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
21 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any  
22 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

23  
24 **3. WATER SOURCE.**

25 (a) Is there a water source on or to the Property? ..... Yes  No   
26  Public  Private  Well  Cistern  Other  None  
27 (b) If well, state type \_\_\_\_\_ depth \_\_\_\_\_  
28 Diameter \_\_\_\_\_ age \_\_\_\_\_  
29 Has water ever been tested? ..... Yes  No   
30 If "Yes", provide results of such tests in separate documentation.  
31 (c) Other water systems & their condition: \_\_\_\_\_  
32 (d) Is there a water meter on the Property? ..... Yes  No   
33 (e) Is there a rural water certificate? If "Yes", attach copy ..... Yes  No   
34 (f) Other applicable information: Unknown  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37 **4. GAS/ELECTRIC.**

38 (a) Is there electric service on the Property? ..... Yes  No   
39 If "Yes", is there a meter? ..... N/A  Yes  No   
40 (b) Is there gas service on the Property? ..... Yes  No   
41 If "Yes", what is the source? \_\_\_\_\_  
42 (c) Are you aware of any additional costs to hook up utilities? ..... Yes  No   
43 If "Yes", explain \_\_\_\_\_  
44 (d) Other applicable information: \_\_\_\_\_  
45 \_\_\_\_\_

LHK/SMG  
SELLER SELLER

Initials

Initials

BUYER BUYER

46 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**

- 47 (a) The Property or any portion thereof being located in a flood zone, wetlands area or proposed  
48 to be located in such as designated by FEMA which requires flood insurance? Unknown Yes  No
- 49 (b) Any drainage or flood problems on the Property or adjacent properties? Unknown Yes  No
- 50 (c) Any neighbors complaining Property causes drainage problems? Unknown Yes  No
- 51 (d) The Property having had a stake survey? If "Yes", attach copy. Unknown Yes  No
- 52 (e) Any boundaries of the Property being marked in any way? Unknown Yes  No
- 53 (f) Having an Improvement Location Certificate (ILC) for the Property? Unknown Yes  No
- 54 (g) Any fencing/gates on the Property? Unknown Yes  No
- 55 If "Yes", does fencing/gates belong to the Property? Unknown Yes  No
- 56 (h) Any encroachments, boundary line disputes, or non-utility  
57 easements affecting the Property? Unknown Yes  No
- 58 (i) Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability  
59 problems that have occurred on the Property or in the immediate vicinity? Unknown Yes  No
- 60 If "Yes", explain \_\_\_\_\_
- 61 \_\_\_\_\_
- 62 (j) Any diseased, dead, or damaged trees or shrubs on the Property? Unknown Yes  No
- 63 (k) Other applicable information: \_\_\_\_\_
- 64 \_\_\_\_\_
- 65 \_\_\_\_\_

66 **6. SEWAGE.**

- 67 (a) Does the Property have any sewage facilities on or connected to it? Unknown Yes  No
- 68 If "Yes", are they:
- 69  Public Sewer  Private Sewer  Septic System  Cesspool
- 70  Lagoon  Grinder Pump  Other \_\_\_\_\_
- 71 If applicable, when last serviced? \_\_\_\_\_
- 72 By whom? \_\_\_\_\_
- 73 (b) Has Property had any surface or subsurface soil testing related to  
74 installation of sewage facility? Unknown N/A  Yes  No
- 75 If "Yes", attach copy of report.
- 76 (c) Are you aware of any problems relating to the sewage facilities? Unknown Yes  No
- 77 If "Yes", explain: \_\_\_\_\_
- 78 \_\_\_\_\_
- 79 \_\_\_\_\_

80 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**

81 (Check and complete applicable box(es))

- 82 (a) Are there leasehold interests in the Property? Unknown Yes  No
- 83 If "Yes", complete the following:
- 84 Lessee is: \_\_\_\_\_
- 85 Contact number is: \_\_\_\_\_
- 86 Seller is responsible for: \_\_\_\_\_
- 87 Lessee is responsible for: \_\_\_\_\_
- 88 Split or Rent is: \_\_\_\_\_
- 89 Agreement between Seller and Lessee shall end on or before: \_\_\_\_\_
- 90  **Copy of Lease is attached.**

SELLER | SELLER

Initials

Initials

BUYER | BUYER

91 (b) Are there tenant's rights in the property? ..... Yes  No

92 If "Yes", complete the following:

93 Tenant/Tenant Farmer is: Rusty Hopkins

94 Contact number is: 816-832-1599

95 Seller is responsible for: \_\_\_\_\_

96 Tenant/Tenant Farmer is responsible for: \_\_\_\_\_

97 Split or Rent is: \_\_\_\_\_

98 Agreement between Seller and Tenant shall end on or before: Negotiable

99  Copy of Agreement is attached.

100 (c) Do additional leasehold interests or tenant's rights exist? ..... Unknown ..... Yes  No

101 If "Yes", explain: \_\_\_\_\_

102 \_\_\_\_\_

103 \_\_\_\_\_

104 **8. MINERAL RIGHTS (unless superseded by local, state or federal laws).**

105  Pass unencumbered with the land to the Buyer.

106  Remain with the Seller.

107  Have been previously assigned as follows: Unknown

108 \_\_\_\_\_

109 \_\_\_\_\_

110 **9. WATER RIGHTS (unless superseded by local, state or federal laws).**

111  Pass unencumbered with the land to the Buyer.

112  Remain with the Seller.

113  Have been previously assigned as follows: Unknown

114 \_\_\_\_\_

115 \_\_\_\_\_

116 **10. CROPS (planted at time of sale).**

117  Pass with the land to the Buyer.

118  Remain with the Seller.

119  Have been previously assigned as follows: N/A

120 \_\_\_\_\_

121 \_\_\_\_\_

122 **11. GOVERNMENT PROGRAMS.**

123 (a) Are you currently participating, or do you intend to participate, in any government

124 farm program?..... Yes  No

125 (b) Are you aware of any interest in all or part of the Property that has been reserved

126 by previous owner or government action to benefit any other property? ..... Yes  No

127 \_\_\_\_\_

128 If any of the answers in this section are "Yes", explain in detail (attach documentation): \_\_\_\_\_

129 Part of the farm is in the CRP program.

130 \_\_\_\_\_

131 \_\_\_\_\_

132 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

133 (a) Any underground storage tanks on or near Property? ..... Unknown ..... Yes  No

134 (b) Any previous or current existence of hazardous conditions (e.g., storage tanks, oil

135 tanks, oil spills, tires, batteries, or other hazardous conditions)? ..... Unknown ..... Yes  No

136 If "Yes", what is the location? \_\_\_\_\_

137 (c) Any previous environmental reports. (e.g., Phase 1

138 Environmental reports)? ..... Unknown ..... Yes  No

139 If "Yes", attach a copy of reports.

SELLER LHK Initials BUYER Initials \_\_\_\_\_

SELLER EMK Initials BUYER Initials \_\_\_\_\_

- 140 (d) Any disposal of any hazardous waste products, chemicals, polychlorinated  
 141 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or  
 142 insulation on the Property or adjacent property? ..... Unknown ..... Yes  No
- 143 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers  
 144 in wet areas)? ..... Unknown ..... Yes  No
- 145 (f) Any existing hazardous conditions on the Property or adjacent properties (e.g.  
 146 methane gas, radon gas, radioactive material, landfill, toxic materials)? .. Unknown .. Yes  No
- 147 (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? Unknown Yes  No
- 148 (h) Any other environmental conditions on the Property or adjacent properties? Unknown Yes  No
- 149 (i) Any tests conducted on the Property? ..... Unknown ..... Yes  No

150  
 151 **If any of the answers in this section are "Yes", explain in detail (attach documentation):** \_\_\_\_\_  
 152 \_\_\_\_\_  
 153 \_\_\_\_\_

154  
 155 **13. OTHER MATTERS. ARE YOU AWARE OF:**

- 156 (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? Unknown Yes  No
- 157 (b) Any violation of laws or regulations affecting the Property? .. Unknown .. Yes  No
- 158 (c) Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 159 (d) Any litigation or settlement pertaining to the Property? ..... Yes  No
- 160 (e) Any current or future special assessments to the Property? ..... Unknown ..... Yes  No
- 161 (f) Any other conditions that may materially and adversely affect the value or  
 162 desirability of the Property? ..... Unknown ..... Yes  No
- 163 (g) Any other condition that may prevent you from completing the  
 164 sale of the Property? ..... Unknown ..... Yes  No
- 165 (h) Any burial grounds on the Property? ..... Unknown ..... Yes  No
- 166 (i) Any abandoned wells on the Property? ..... Unknown ..... Yes  No
- 167 (j) Any public authority contemplating condemnation proceedings? .. Unknown .. Yes  No
- 168 (k) Any government rule limiting the future use of the Property other than existing  
 169 zoning and subdivision regulations? ..... Unknown ..... Yes  No
- 170 (l) Any government plans or discussion of public projects that could lead to special  
 171 benefit assessment against the Property or any part thereof? ..... Unknown ..... Yes  No
- 172 (m) Any unrecorded interests affecting the Property? ..... Unknown ..... Yes  No
- 173 (n) Anything that would interfere with passing clear title to the Buyer? .. Unknown .. Yes  No

174  
 175 **If any of the answers in this section are "Yes", explain in detail (attach documentation):** \_\_\_\_\_  
 176 \_\_\_\_\_  
 177 \_\_\_\_\_

178  
 179 **14. UTILITIES.** Identify the name and phone number for utilities listed below.

180 Electric Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 181 Gas Company Name: Unknown Phone # \_\_\_\_\_  
 182 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

183 LHKJMK Initials  
 184 SELLER | SELLER

183 Initials \_\_\_\_\_  
 184 BUYER | BUYER

183 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the  
184 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure  
185 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting  
186 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and  
187 salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any  
188 information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will  
189 promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER  
190 initial and date any changes and/or any list of additional changes. If attached, # of pages).

191  
192 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
193 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
194 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

195  
196 Les H. Kurzweil                      2/11/25 Linda M. Kurzweil                      2/11/25  
197 SELLER                                      DATE SELLER                                      DATE

198  
199 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 200  
201 1. I understand and agree the information in this form is limited to information of which SELLER has  
202 actual knowledge and SELLER need only make an honest effort at fully revealing the information  
203 requested.  
204 2. This property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)  
205 or agents concerning the condition or value of the Property.  
206 3. I agree to verify any of the above information, and any other important information provided by  
207 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an  
208 independent investigation of my own. I have been specifically advised to have the property examined  
209 by professional inspectors. Buyer assumes responsibility Property is suitable for their intended use.  
210 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in  
211 the Property.  
212 5. I specifically represent there are no important representations concerning the condition or value of the  
213 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing  
214 and signed by them.

215  
216 \_\_\_\_\_  
217 BUYER                                      DATE BUYER                                      DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/14. All previous versions of this document may no longer be valid. Copyright January 2015.



GRAPHIC SCALE



1 INCH = 500 FT.

THIS MAP HAS BEEN PREPARED AS A VISUAL AID AND SHOULD BE CONSIDERED AS APPROXIMATE ONLY. NO WARRANTY BY THIS FIRM IS EITHER GIVEN OR IMPLIED AS TO ITS ACCURACY.

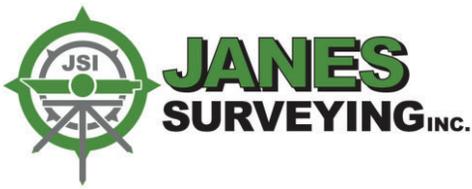
IMAGE COURTESY OF:



**JANES SURVEYING INC.**  
222 S. MAIN - P.O. BOX 146  
PALMYRA, MO. 63461  
PHONE 844.769.7020 / FAX 573.769.5512  
WWW.JANESSURVEYING.COM





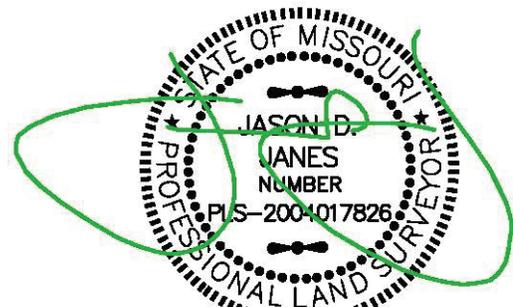


Description – Kurzweil Family Farm  
28.3 Acre Tract

2025-009055  
February 27, 2025

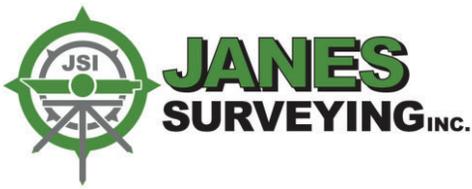
A tract of land lying in the Southwest Quarter of Section 7, Township 43 North, Range 29 West, Cass County, Missouri and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the Southwest Corner of said Section 7; thence North 01 degree, 25 minutes and 32 seconds East along the West line of said Section and along S. Little Road 1694.88 feet to a point from which a found corner post bears South 87 degrees, 10 minutes and 23 seconds East 25.00 feet; thence South 87 degrees, 10 minutes and 23 seconds East leaving said West line and said S. Little Road 606.78 feet to a found 5/8" iron pin; thence South 10 degrees, 37 minutes and 18 seconds West 743.72 feet to a found 1/2" iron pin; thence South 47 degrees, 15 minutes and 03 seconds East 494.48 feet to a 5/8" iron pin; thence South 19 degrees, 15 minutes and 57 seconds East 663.93 feet to a found 1/2" iron pin on the South line of said Section; thence North 88 degrees, 29 minutes and 01 second West along said South line 1093.68 feet to the Point of Beginning, containing 28.3 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2025-009055 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2025.



February 27, 2025

Prepared by  
**JANES SURVEYING, Inc.**  
222 South Main  
Palmyra, Missouri 63461

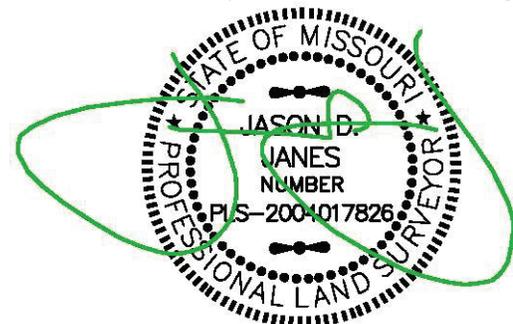


Description – Kurzweil Family Farm  
99.3 Acre Tract

2025-009055  
February 27, 2025

A tract of land lying in the Southwest Quarter of Section 7, Township 43 North, Range 29 West, Cass County, Missouri and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the South Quarter Corner of said Section 7; thence North 88 degrees, 29 minutes and 01 second West along the South line of said Section 716.83 feet to a found 5/8" iron pin; thence North 06 degrees, 49 minutes and 10 seconds West leaving said South line 904.95 feet to a 5/8" iron pin; thence North 50 degrees, 44 minutes and 09 seconds West 1283.29 feet to a found 1/2" iron pin; thence North 88 degrees, 29 minutes and 01 second West 163.74 feet to a found 5/8" iron pin; thence North 87 degrees, 10 minutes and 23 seconds West 606.78 feet to the West line of said Section, from which a found corner post bears South 87 degrees, 10 minutes and 23 seconds East 25.00 feet; thence North 01 degree, 25 minutes and 32 seconds East along said West line and along S. Little Road 957.13 feet to the West Quarter Corner of said Section, from which a 5/8" iron pin bears South 88 degrees, 29 minutes and 59 seconds East 25.00 feet; thence South 88 degrees, 29 minutes and 59 seconds East leaving said West line and said S. Little Road and along the East-West centerline of said Section 2635.04 feet to a found record Corner tree marking the Center of said Section; thence South 01 degree, 23 minutes and 33 seconds West leaving said East-West centerline and along the North-South centerline of said Section 1320.60 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section, from which a 5/8" iron pin bears North 01 degree, 23 minutes and 33 seconds East 30.00 feet and a found 1/2" iron pin bears South 01 degree, 39 minutes and 27 seconds West 75.00 feet; thence South 01 degree, 39 minutes and 27 seconds West along said North-South centerline 1332.16 feet to the Point of Beginning, containing 99.3 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2025-009055 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2025.



February 27, 2025

Prepared by  
**JANES SURVEYING, Inc.**  
222 South Main  
Palmyra, Missouri 63461



**All Measurements are For FSA Programs Only**

**Wetland Determination Identifiers**

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

**Disclaimer:** Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C= CORN-YEL-GRN  
 SB= SOYBEANS-COM-GR  
 LS = MIXED FORAGE-LGM-LS PD 10/01/2000  
 H= MIXED FORAGE-LGM-FG PD 10/01/2000  
 P= MIXED FORAGE-LGM-GZ PD 10/01/2000  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

1:7,820

**Program Year: 2024**

Created: 5/16/2024

Flown: 2022-6-29

- clu
- crp
- plss

**Farm 6322  
 Tract 30685**



<b>CRP-1</b> (01-08-24) <div style="text-align: center;"> <b>U.S. DEPARTMENT OF AGRICULTURE</b>                      Commodity Credit Corporation                 </div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">                     CONSERVATION RESERVE PROGRAM CONTRACT                 </div>	1. ST. & CO. CODE & ADMIN. LOCATION <div style="text-align: center;">29 037</div>	2. SIGN-UP NUMBER <div style="text-align: center;">58</div>
	3. CONTRACT NUMBER <div style="text-align: center;">11219</div>	4. ACRES FOR ENROLLMENT <div style="text-align: center;">49.10</div>

5A. COUNTY FSA OFFICE ADDRESS <i>(Include Zip Code)</i> CASS COUNTY FARM SERVICE AGENCY 1000 WEST WALL HARRISONVILLE, MO64701-1350	6. TRACT NUMBER <div style="text-align: center;">30685</div>	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) <div style="text-align: center;">10-01-2022 09-30-2032</div>
5B. COUNTY FSA OFFICE PHONE NUMBER <i>(Include Area Code):</i> (816) 884-4432	8. SIGNUP TYPE: General	

**THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.**

9A. Rental Rate Per Acre	\$ 92.23	10. Identification of CRP Land <i>(See Page 2 for additional space)</i>				
9B. Annual Contract Payment	\$ 4,528.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	30685	0019	CP25	15.97	\$ 0.00
<i>(Item 9C is applicable only when the first year payment is prorated.)</i>		30685	0020	CP25	4.28	\$ 0.00
		30685	0023	CP25	4.94	\$ 0.00

**11. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)***

A(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
LEO HAROLD KURZWEIL REVOCABLE TRUST DATED 12/16/98 7206 E 271ST ST FREEMAN, MO64746-6300	100.00 %			
LINDA KURZWEIL 7801 E 307TH ST FREEMAN, MO64746-6129	0.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%			

<b>12. CCC USE ONLY</b>	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
-------------------------	------------------------------------	----------------------

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

**Paperwork Reduction Act (PRA) Statement:** The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



**CLOSING OFFICE**

**Coffelt Land Title, Inc.  
14 S. Broadway, Louisburg, KS 66053  
816-581-2223  
Closer: Janelle Vergouven  
Office email: Louisburg@coffeltlandtitle.com**

June 17, 2025

COMMITMENT NO.: 25079370

LEGAL DESCRIPTION: Section 7, Township 43, Range 29  
BG SW CR SEC; N4723 E1409 N570 E1200 S5292 W716 NW905 NW 1284 W163 ETC

SELLER: Leo Harold Kurzweil Declaration of Trust dated December 16, 1998 and Linda M. Kurzweil Declaration of Trust dated December 16, 1998  
BUYER: TBD  
PROPERTY ADDRESS: E 315th St, Garden City, MO 64747

Enclosed is your Commitment for Title Insurance and applicable privacy policies, along with a preliminary estimate of charges.

**Upon request from the above escrow office, the closing protection letter, wire instructions and estimated statement will be sent.**

**Standard Residential Schedule of Fees**

Seller/Cash Buyer Closing Fee	\$280.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Loan Funding Fee	\$50.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire/Delivery Handling Fees	\$ split 50/50 buyer/seller
E-file Fee (Estimated)	\$10.50
Title Policy Costs	See Schedule A of Title Commitment
All other services	Please contact your closer

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Coffelt Land Title, Inc. we require all monies due from the purchaser to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds or any "payoffs" pursuant to the closing require "Good Funds," then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over the funds "on the wire," we cannot accept financial responsibility for delays in the clearing of funds. All parties understand and agree that any escrow funds being held by Escrow Agent will be retained in an interest-bearing account with any interest earned being retained by the Escrow Agent.

FOR INFORMATIONAL PURPOSES ONLY: Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

**If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed above. We appreciate the opportunity to do business with you and look forward to servicing your closing and title insurance needs.**



**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Coffelt Land Title Inc.

John J. Bastion, Title Manager

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## Commitment Conditions

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Coffelt Land Title, Inc.  
Issuing Office: 14 S. Broadway, Louisburg, KS 66053  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 25079370  
Issuing Office File No.: 25079370  
Property Address: E 315th St, Garden City, MO 64747

**SCHEDULE A  
COMMITMENT**

1. Commitment Date: June 9, 2025 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owners Policy (07/01/21)

Proposed Insured: TBD  
Proposed Policy Amount: \$0.00  
Premium: \$0.00  
Title Services Fee: \$0.00

(b) 2021 ALTA Loan Policy (07/01/21)

Proposed Insured: TBD  
Proposed Policy Amount: \$0.00  
Premium: \$0.00  
Title Services Fee: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Leo Harold Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest and Linda M. Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest

5. The Land is described as follows:

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## SCHEDULE A

(Continued)

A tract of land lying in the Southwest Quarter of Section 7, Township 43 North, Range 29 West, Cass County, Missouri and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the Southwest Corner of said Section 7; thence North 01 degree, 25 minutes and 32 seconds East along the West line of said Section and along S. Little Road 1694.88 feet to a point from which a found corner post bears South 87 degrees, 10 minutes and 23 seconds East 25.00 feet; thence South 87 degrees, 10 minutes and 23 seconds East leaving said West line and said S. Little Road 606.78 feet to a found 5/8" iron pin; thence South 10 degrees, 37 minutes and 18 seconds West 743.72 feet to a found 1/2" iron pin; thence South 47 degrees, 15 minutes and 03 seconds East 494.48 feet to a 5/8" iron pin; thence South 19 degrees, 15 minutes and 57 seconds East 663.93 feet to a found 1/2" iron pin on the South line of said Section; thence North 88 degrees, 29 minutes and 01 second West along said South line 1093.68 feet to the Point of Beginning, except roads, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2025-009055 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2025.

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## SCHEDULE B I COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **We must be provided evidence satisfactory to the company that no labor or materials has been provided for the improvement of the property in the last 6 months or for examination a satisfactory mechanic lien inspection provided by a third party. Upon receipt of the same, we reserve the right to make further requirements.**

**In the alternative, if improvements have been made to the subject property, a Notice of Intended sale must be recorded in the office of the Recorder of Deeds in the county in which the property is located, and contain an intended sale date not less than 45 days from the date of recording of the Notice of Intent pursuant to Mo.Rev.Stat. 429.016. Closing may then only occur after the stated intended sale date, but no more than 90 days after the intended sale date.**

7. **The legal description in Schedule A, Item No. 4 is shown only for convenience in reporting. We must be furnished a Certificate of Survey made by a competent, qualified and licensed surveyor, which must establish the exact boundaries of the premises described herein. The survey must contain a certification which is subject to the approval of the Company. Said survey needs to be recorded of public record.**
8. Provide for our records a Certification of Trust executed by the Trustee(s) of Leo Harold Kurzweil Declaration of Trust dated December 16, 1998. Upon review of the same, we reserve the right to make further requirements.
9. Provide for our records a Certification of Trust executed by the Trustee(s) of Linda M. Kurzweil Declaration of Trust dated December 16, 1998. Upon review of the same, we reserve the right to make further requirements.
10. The recording of a properly executed Trustee's deed from Leo Harold Kurzweil Declaration of Trust dated December 16, 1998 and Linda M. Kurzweil Declaration of Trust dated December 16, 1998 to TBD.

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## SCHEDULE B I

(Continued)

The Trustee's Deed must make reference to the terms and provisions of the trust agreement, be made pursuant to the powers conferred by said agreement, state that the trust agreement remains in full force and effect at this time and that the same has not been amended or revoked.

11. **This company finds no open Mortgages of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.**

### **For Informational Purposes Only Regarding Taxes**

Property Address: 0 E 315th St, Garden City, MO

Tax I.D. No.: 511301

2024 St./Co./Ci. Real Estate Tax: \$414.37 (Paid) (includes additional property)

2025 Assessed Value: \$6,520.00

2024 Mill Levy: .063551

2023 and prior are paid

### **For Informational Purposes Only Regarding 24 Month Chain of Title**

Missouri Warranty Deed executed by John M. Crust and Tina S. Crust, husband and wife to Leo Harold Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest and Linda M. Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest filed 09/13/2004 as Document No. 306871 in Book 2494 at Page 161.

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## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

Commitment No.: 25079370

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

#### Standard Exceptions

2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
  - (e) General taxes for the year 2025 and thereafter , none now due and payable.
3. Blanket Easement granted to KAMO Electric Cooperative Inc., as more fully set forth in the instrument recorded in Book 383 at Page 313.
4. Water Line Easement granted to Public Water Supply District No. 11 of Cass County Missouri, as more fully set forth in the instrument recorded as Document No. 29197 in Book 1258 at Page 130.
5. A Permanent Flood Easement reserved in the Warranty Deed recorded in Book 1355 at Page 18 and as taken by the City of Garden City, Missouri, in Case No. CV193-602CC, recorded in Book 1416 at Page 75.
6. The subject property may be located within the boundaries of Garden City Fire Protection District, as set forth in the instrument recorded 09/18/1972 as Document No. 34780 in Indenture Book 156 at Page 1, and may be subject to assessments by reason thereof.
7. The premises herein described may lie within the boundaries of Public Water Supply District No. 11 as shown by decree recorded 06/02/1992 as Document No. 21106 in Book 1225 at Page 233 and by decree recorded 01/20/1993 as Document No. 33085 in Book 1274 at Page 90, and may be subject to assessment by reason thereof.

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## SCHEDULE B - PART II

(Continued)

8. The following matters regarding the watercourse are hereby excepted:
  - a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land.
  - b. Any dispute arising over the location of the old bed or banks of said watercourse.
  - c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied.
  - d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity.
  - e. Riparian water rights are not insured.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
10. Liens or financing statements, if any, affecting crops growing or to be grown on the land.
11. Tenancy rights, if any, either month to month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
12. **NOTE FOR YOUR INFORMATION**  
Upon completion and subsequent occupancy of any New Construction, the Cass County Assessor may re-assess the premises in question to include any improvements, thereon.

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**CLOSING OFFICE**

**Coffelt Land Title, Inc.  
14 S. Broadway, Louisburg, KS 66053  
816-581-2223  
Closer: Janelle Vergouven  
Office email: Louisburg@coffeltlandtitle.com**

June 17, 2025

COMMITMENT NO.: 25079349

LEGAL DESCRIPTION: Section 7, Township 43, Range 29  
BG SW CR SEC; N4723 E1409 N570 E1200 S5292 W716 NW905 NW 1284 W163 ETC

SELLER: Leo Harold Kurzweil Declaration of Trust dated December 16, 1998 and Linda M. Kurzweil Declaration of Trust dated December 16, 1998  
BUYER: TBD  
PROPERTY ADDRESS: E 315th St, Garden City, MO 64747

Enclosed is your Commitment for Title Insurance and applicable privacy policies, along with a preliminary estimate of charges.

**Upon request from the above escrow office, the closing protection letter, wire instructions and estimated statement will be sent.**

**Standard Residential Schedule of Fees**

Seller/Cash Buyer Closing Fee	\$280.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Loan Funding Fee	\$50.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire/Delivery Handling Fees	\$ split 50/50 buyer/seller
E-file Fee (Estimated)	\$10.50
Title Policy Costs	See Schedule A of Title Commitment
All other services	Please contact your closer

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Coffelt Land Title, Inc. we require all monies due from the purchaser to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds or any "payoffs" pursuant to the closing require "Good Funds," then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over the funds "on the wire," we cannot accept financial responsibility for delays in the clearing of funds. All parties understand and agree that any escrow funds being held by Escrow Agent will be retained in an interest-bearing account with any interest earned being retained by the Escrow Agent.

FOR INFORMATIONAL PURPOSES ONLY: Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

**If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed above. We appreciate the opportunity to do business with you and look forward to servicing your closing and title insurance needs.**



**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Coffelt Land Title Inc.

John J. Bastion, Title Manager

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

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## Commitment Conditions

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Coffelt Land Title, Inc.  
Issuing Office: 14 S. Broadway, Louisburg, KS 66053  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 25079349  
Issuing Office File No.: 25079349  
Property Address: E 315th St, Garden City, MO 64747

**SCHEDULE A  
COMMITMENT**

1. Commitment Date: June 9, 2025 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owners Policy (07/01/21)

Proposed Insured: TBD  
Proposed Policy Amount: \$0.00  
Premium: \$0.00  
Title Services Fee: \$0.00

(b) 2021 ALTA Loan Policy (07/01/21)

Proposed Insured: TBD  
Proposed Policy Amount: \$0.00  
Premium: \$0.00  
Title Services Fee: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Leo Harold Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest and Linda M. Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest

5. The Land is described as follows:

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## SCHEDULE A

(Continued)

A tract of land lying in the Southwest Quarter of Section 7, Township 43 North, Range 29 West, Cass County, Missouri and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the South Quarter Corner of said Section 7; thence North 88 degrees, 29 minutes and 01 second West along the South line of said Section 716.83 feet to a found 5/8" iron pin; thence North 06 degrees, 49 minutes and 10 seconds West leaving said South line 904.95 feet to a 5/8" iron pin; thence North 50 degrees, 44 minutes and 09 seconds West 1283.29 feet to a found 1/2" iron pin; thence North 88 degrees, 29 minutes and 01 second West 163.74 feet to a found 5/8" iron pin; thence North 87 degrees, 10 minutes and 23 seconds West 606.78 feet to the West line of said Section, from which a found corner post bears South 87 degrees, 10 minutes and 23 seconds East 25.00 feet; thence North 01 degree, 25 minutes and 32 seconds East along said West line and along S. Little Road 957.13 feet to the West Quarter Corner of said Section, from which a 5/8" iron pin bears South 88 degrees, 29 minutes and 59 seconds East 25.00 feet; thence South 88 degrees, 29 minutes and 59 seconds East leaving said West line and said S. Little Road and along the East-West centerline of said Section 2635.04 feet to a found record Corner tree marking the Center of said Section; thence South 01 degree, 23 minutes and 33 seconds West leaving said East-West centerline and along the North-South centerline of said Section 1320.60 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section, from which a 5/8" iron pin bears North 01 degree, 23 minutes and 33 seconds East 30.00 feet and a found 1/2" iron pin bears South 01 degree, 39 minutes and 27 seconds West 75.00 feet; thence South 01 degree, 39 minutes and 27 seconds West along said North-South centerline 1332.16 feet to the Point of Beginning, except roads, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2025-009055 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2025.

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## SCHEDULE B I COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **We must be provided evidence satisfactory to the company that no labor or materials has been provided for the improvement of the property in the last 6 months or for examination a satisfactory mechanic lien inspection provided by a third party. Upon receipt of the same, we reserve the right to make further requirements.**

**In the alternative, if improvements have been made to the subject property, a Notice of Intended sale must be recorded in the office of the Recorder of Deeds in the county in which the property is located, and contain an intended sale date not less than 45 days from the date of recording of the Notice of Intent pursuant to Mo.Rev.Stat. 429.016. Closing may then only occur after the stated intended sale date, but no more than 90 days after the intended sale date.**

7. **The legal description in Schedule A, Item No. 4 is shown only for convenience in reporting. We must be furnished a Certificate of Survey made by a competent, qualified and licensed surveyor, which must establish the exact boundaries of the premises described herein. The survey must contain a certification which is subject to the approval of the Company. Said survey needs to be recorded of public record.**
8. Provide for our records a Certification of Trust executed by the Trustee(s) of Leo Harold Kurzweil Declaration of Trust dated December 16, 1998. Upon review of the same, we reserve the right to make further requirements.
9. Provide for our records a Certification of Trust executed by the Trustee(s) of Linda M. Kurzweil Declaration of Trust dated December 16, 1998. Upon review of the same, we reserve the right to make further requirements.
10. The recording of a properly executed Trustee's deed from Leo Harold Kurzweil Declaration of Trust dated December 16, 1998 and Linda M. Kurzweil Declaration of Trust dated December 16, 1998 to TBD.

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## SCHEDULE B I

(Continued)

The Trustee's Deed must make reference to the terms and provisions of the trust agreement, be made pursuant to the powers conferred by said agreement, state that the trust agreement remains in full force and effect at this time and that the same has not been amended or revoked.

11. **This company finds no open Mortgages of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.**

### **For Informational Purposes Only Regarding Taxes**

Property Address: 0 E 315th St, Garden City, MO  
Tax I.D. No.: 511301  
2024 St./Co./Ci. Real Estate Tax: \$414.37 (Paid) (includes additional property)  
2025 Assessed Value: \$6,520.00  
2024 Mill Levy: .063551  
2023 and prior are paid

### **For Informational Purposes Only Regarding 24 Month Chain of Title**

Missouri Warranty Deed executed by John M. Crust and Tina S. Crust, husband and wife to Leo Harold Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest and Linda M. Kurzweil, Trustee UTA dtd December 16, 1998 as to an undivided one half interest filed 09/13/2004 as Document No. 306871 in Book 2494 at Page 161.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

Commitment No.: 25079349

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

#### Standard Exceptions

2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
  - (e) General taxes for the year 2025 and thereafter , none now due and payable.
3. Blanket Easement granted to KAMO Electric Cooperative Inc., as more fully set forth in the instrument recorded in Book 383 at Page 313.
4. Water Line Easement granted to Public Water Supply District No. 11 of Cass County Missouri, as more fully set forth in the instrument recorded as Document No. 29197 in Book 1258 at Page 130.
5. A Permanent Flood Easement reserved in the Warranty Deed recorded in Book 1355 at Page 18 and as taken by the City of Garden City, Missouri, in Case No. CV193-602CC, recorded in Book 1416 at Page 75.
6. The subject property may be located within the boundaries of Garden City Fire Protection District, as set forth in the instrument recorded 09/18/1972 as Document No. 34780 in Indenture Book 156 at Page 1, and may be subject to assessments by reason thereof.
7. The premises herein described may lie within the boundaries of Public Water Supply District No. 11 as shown by decree recorded 06/02/1992 as Document No. 21106 in Book 1225 at Page 233 and by decree recorded 01/20/1993 as Document No. 33085 in Book 1274 at Page 90, and may be subject to assessment by reason thereof.

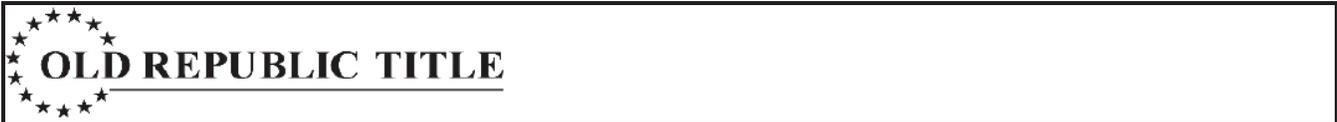
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## SCHEDULE B - PART II

(Continued)

8. The following matters regarding the watercourse are hereby excepted:
  - a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land.
  - b. Any dispute arising over the location of the old bed or banks of said watercourse.
  - c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied.
  - d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity.
  - e. Riparian water rights are not insured.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
10. Liens or financing statements, if any, affecting crops growing or to be grown on the land.
11. Tenancy rights, if any, either month to month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
12. **NOTE FOR YOUR INFORMATION**  
Upon completion and subsequent occupancy of any New Construction, the Cass County Assessor may re-assess the premises in question to include any improvements, thereon.

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<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> .
<b>How does Old Republic Title collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i></li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

<b>Affiliates Who May be Delivering This Notice</b>				
<b>American First Title and Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>
<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>	<b>Old Republic Title Company of St. Louis</b>
<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>	<b>RamQuest Software, Inc.</b>	<b>Republic Abstract and Settlement, LLC</b>
<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>Trident Land Transfer Company, LLC</b>		

## **COFFELT LAND TITLE, INC.**

### **PRIVACY POLICY NOTICE**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Coffelt Land Title, Inc. .

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**ATTENTION!!!!!!!**

**DON'T BECOME A VICTIM OF WIRE FRAUD.**

**Call Your Closer!**

**DO NOT WIRE FUNDS  
WITHOUT VOICE VERIFYING  
WIRING INSTRUCTIONS WITH  
YOUR CLOSER**

Wire Fraud, Email Spoofing and Phishing Schemes are at an all-time high. To protect yourself and/or your clients, please make sure that any wiring instructions you receive are authentic, regardless how legitimate they look. These fraudsters are very talented in generating emails which look very similar to or identical to those you might receive from your closer.

Thank you for choosing Coffelt Land Title, Inc. and for helping us to protect your funds.





**CLOSING OFFICE**

**Coffelt Land Title, Inc.**  
**14 S. Broadway, Louisburg, KS 66053**  
**816-581-2223**  
**Closer: Janelle Vergouven**  
**Office e-mail: Louisburg@coffeltlandtitle.com**

**TITLE INSURANCE PREMIUM AND TITLE SERVICE CHARGE  
DISCLOSURE STATEMENT (T-1 FORM)**

Based upon the information available to us at this time, we estimate that you will pay as part of your residential real estate transaction the following premiums, charges and/or fees:

1. Title Insurance Premium:	
Owner's Policy Premium	\$0.00
Loan Policy Premium	\$0.00
2. Closing Protection Fee (per policy issued):	\$25.00
3. Title Service Charge(s) (i.e. search and examination, clearing items, etc.):	
Title Service-S	\$0.00
Title Service-B	\$0.00
4. Closing Charge(s):	
Settlement Closing Fee (S)	\$280.00
Settlement Closing Fee (B)	\$370.00

Title insurance premium and a closing protection fee have been calculated according to rates filed with Missouri's insurance director. However, title service charges, closing charges and other fees are not limited by state law.

For further general information regarding title insurance, you may visit the Missouri Insurance website at [www.insurance.mo.gov](http://www.insurance.mo.gov) or call the Missouri Department of Insurance, Financial Institutions and Professional Registration at (800)726-7390.

\_\_\_\_\_

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**Seller:**

**Buyer:**

Leo Harold Kurzweil Declaration of Trust dated December 16, 1998

\_\_\_\_\_

BY: \_\_\_\_\_

Linda M. Kurzweil Declaration of Trust dated December 16, 1998

BY: \_\_\_\_\_

**AUCTION REAL ESTATE SALES CONTRACT**

THIS CONTRACT, made this the 23rd day of July 2025, by and between Leo Harold Kurzweil, Trustee and Linda M. Kurzweil, Trustee under Trust Agreement dated December 16, 1998 whose address is 7206 271 St., Freeman, MO 64746 (collectively herein referred to as "Seller") and \_\_\_\_\_ ("Buyer") whose address is \_\_\_\_\_.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as *Two tracts of vacant rural development land consisting of (28.3 acres) and (99.3 acres), located in Section Seven (7), Township Forty-three (43) North, Range Twenty-nine (29) West, Cass County, Missouri* and further described as follows:

**Legal Description:** Subject to Tract(s) purchased at Auction. A 28.3 acre and a 99.3 acre tract (+/-) of land which are identified in the provided survey dated (02/27/2025). The full legal description shall be provided by the Title Company.

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<b>2. High Bid Price</b> .....	\$ _____
<b>Buyer's Premium (5%)</b> .....	\$ _____
<b>Total Purchase Price</b> .....	\$ _____
<b>Non-Refundable Down Payment/Deposit</b> .....	\$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest bearing escrow account by Closing Agent.	
<b>Balance of Purchase Price</b> .....	\$ _____
In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.	

3. **CLOSING.** Closing shall be on or by **Friday, August 22nd 2025**. Closing shall take place at **Coffelt Land Title - Harrisonville, 401 S. Lexington, Harrisonville, MO 64701**. Their email is **hvclosings@coffeltlandtitle.com**, phone number is **(816) 380-3441**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before the last day of the year of closing and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. **CLOSING COSTS.**

(a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the Owner's Title Policy and Title Commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost (if required), but limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for any Lender's Title Policy, the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday, August 22nd, 2025**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

(a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.

(b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any

rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer or Broker of Record.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

**Potential Proximity of Registered Offenders to Property:** In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for the "Title Insurer". Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims

to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- (a) Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- (b) Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- (c) Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- (d) Only the fixtures, machinery and equipment currently attached to the Property will be conveyed to the Buyer.
- (e) The Property is selling subject to any restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

- (a) **Agency Disclosure.** Auctioneer and Broker of Record are an agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer/ Broker of Record.
- (b) **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to

Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer, Broker of Record, and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

28. **CRP PROGRAM:** Buyer hereby acknowledges a portion of the Property is currently enrolled in the Conservation Reserve Program (CRP), dated (10-01-2022), with the contract term due to expire on (09-30-2032). Buyer agrees to work with the Farm Services Agency (FSA) to establish the amount of CRP acres enrolled on the Property, if required. The Buyer hereby agrees to assume the Sellers position and responsibility in the existing CRP Contract through expiration of agreement. In the event Buyer elects to terminate, modify or "buy-out" the existing CRP contract, Buyer assumes all risk and there shall be no penalty to the Seller. Any CRP payments received prior to closing shall be retained by Seller. Any CRP payments received after closing shall be delivered to and retained by Buyer.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first written above.