

HUNTING COUNTRY REAL ESTATE LLC
432 Oklahoma Blvd -Alva OK 73717
Ph: 580-327-7889 info@huntingcountry.net

Listing No. _____
Acres approx 938 m/l.
Price TBD
Expires 6/27/25

OKLAHOMA - Land Listing Agreement - Exclusive Right to Sell

1. Owner: Busch Family Limited Partnership ET AL

Address: 3180 US HWY 271 N

City: Pittsburgh

State: TX

Zip: 75686

Phone: 903-575-7730

Email: toddbuschetex@gmail.com

Owner:

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____

2. Legal Description: See Attached Document.

County: McCurtain

State: OK

3. Oil & Gas Minerals None

4. Growing Crops: N/A

5. Acres of: Cropland _____ Native Pasture _____ Improved Pasture _____ Trees _____

6. USDA/FSA: CRP: Acres N/A Payment N/A Expires N/A WRP N/A

Base/Yield N/A Base/Yield N/A Base/Yield N/A

7. Irrigation: N/A

8. Water Wells: N/A

9. Windmills / Pumps: N/A

10. Other water sources (ponds, Creeks, Rivers): Multiple ponds, Waterhole creek and large 80 acre lake.

11. Fences (type/condition): Some Fencing

12. Electricity: Available Sewer: _____ Gas: N/A

13. Existing Leases (tenant, terms, etc): None

14. Buildings & Improvements: None

15. Real Estate Taxes (last year): 76.97 millage rate Other costs: N/A

16. Directions to property: GPS/ Navigation to McCurtain Co. N4530 Road, Garvin, OK. AKA Goolsby Ranch Road

17. Special features: Approximately 539 Acres of mixed trees and pasture. See Attached description and AD TEXT

Todd Busch
Todd Busch (Jun 28, 2024 11:36 CDT)

06/28/20

Larry Shrum
Larry Shrum (Jun 28, 2024 13:14 CDT)

06/28/20

Thomas Clemens
Thomas Clemens (Jun 28, 2024 13:19 CDT)

06/28/2024

Owner

Date

Owner

Date

Owner

Date

Owner

Date

Owner

Date

Owner

Date

TO HUNTING COUNTRY REAL ESTATE LLC (Broker) www.huntingcountry.net

1. I represent that the legal description is correct, that I have the legal right to sell the real property described herein and that I can and will duly furnish a good and sufficient Warranty Deed and abstract or title insurance showing a merchantable title to said property when sold and I guarantee a legal access for the purpose of ingress and egress to such real property and premises.
2. I represent that the information on this listing is a correct, accurate and reasonably complete description of the property upon which Broker may rely in describing this property to others and that all serious and material defects, if any, pertaining to this property have been disclosed to the broker in writing on this agreement. I authorize Broker to use all this information in the marketing of my property.
3. Broker is employed on an exclusive right to sell basis to procure a purchaser ready, willing and able to buy my property at the price and terms stated herein, or additional property at any other price which may be acceptable to me and accept and give receipt for any money or deposits received in connection with the sale of my property. An "exclusive right to sell" listing means that if any other broker or any individual whomsoever, including myself the owner, finds a buyer, I will pay the agreed commission to Hunting Country Real Estate LLC (Broker).
4. I agree to pay Broker, as commission ⁵ % of the sale price, or \$^{N/A} whichever is greater.
5. The term "sale or sell" as used herein shall be deemed to include a sale, exchange, transfer or option to buy.
6. I authorize Broker to order abstracting and/or title insurance at my expense, and further authorize Broker or an authorized closing escrow agent, to pay from the cash proceeds of the sale, or, if applicable, any forfeited funds, the expenses associated with the transaction, as well as payment of any encumbrance on my property payable by me on or before closing.
7. In the event a transaction results in forfeited funds, the earnest money deposit shall first be used to pay those expenses in the above paragraph and the residue, if any, shall be divided equally between myself and Broker.
8. I agree that my property will be offered without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law.
9. Broker's sole duty shall be to use their best efforts to effect a sale of the property during the term of this agreement, they shall not be charged with the custody of the property, its management, maintenance or repair.
10. This agreement shall remain in effect for a period of ¹² months. However, if within 6 months of the termination date of this agreement I sell my property to a buyer procured through Broker, I will forthwith pay the full commission provided herein. All rights and obligations of this Agreement will extend through the date of closing the transaction.
11. I authorize Broker to cooperate with and offer compensation to other brokers at Broker's sole discretion per the terms of Broker's policy regarding participation with other companies, and further authorize Broker's Affiliates and other Brokerages to co-market my property at the Broker's sole discretion.
12. Brokerage services are provided in compliance with the provisions of the **OKLAHOMA Real Estate Commission's Rules and Regulations**. Owner acknowledges and confirms that the Broker or Salesperson has described and disclosed their duties and responsibilities prior to signing this contract and that Broker is providing services to both Parties (buyer and seller) in this transaction. Owner acknowledges receipt of the Real Estate Brokerage Relationship brochure, and further acknowledges that a Contract Information Booklet is made available at www.orec.ok.gov
13. I authorize Broker to advertise as Broker deems necessary and solely at the Broker's discretion and understand that this Agreement does not guarantee the sale of the Property. I further approve placing a sign on my property.
14. I, the owner, acknowledge that I have read this agreement that I understand this is a legally binding contract and that I have received an exact copy of the same.
15. **Special Provisions and Exceptions** Sellers reserve any gas or mineral rights to the property.

There is one acre and a home with a life estate that will remain with the property and transfer to the new buyer at no additional cost for the home and 1 acre.
 *Sellers give agent and broker permission to list and advertise property as a whole or in smaller parcels.

<u>Todd Busch</u>	06/28/202	<u>Larry Shrum</u>	06/28/2024	<u>Thomas Clemens</u>	06/28/2024
Owner	Date	Owner	Date	Owner	Date
Owner	Date	Owner	Date	Owner	Date

Hunting Country Real Estate LLC - (Authorized Broker or Associate) Date

8 LEGAL DESCRIPTIONS FOR A TOTAL OF APPROXIMATELY 927.54 ACRES

PARCEL ID: 450011528, 160 ACRES

SEC. 23-7-22 SW B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894, CORR B1197/P331 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

PARCEL ID: 450011532, 44.98 ACRES

SEC. 23-7-22 BEG SW COR SE OF SEC23; TH N00°00'35"W AL W LN OF SE 2637.15' TO NW COR OF SE; TH N89°51'09"E AL N LN OF SE 330.92'; TH SOUTHERLY AL FENCE LN S1450'; TH S40°00'32"E 149.44'; TH S70°06'31"E 471.35'; TH S20°35'27"W 652.05'; TH S82°46'13"E 229.77'; TH S02°43'07"E 273.34' TO S LN OF SE; TH S89°57'53"W AL S LN OF SE 1340' TO POB. B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

PARCEL ID: 450011567, 279.01 ACRES

SEC. 26-7-22 NE, W2SE, W2E2SE B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 LESS B1182/P370 PT OF NENENE DESC AS: BEG AT A PT S89°43'09"W AL N LN NENENE 173.40' TO POB; TH W150'; TH S290.40'; TH E150'; TH N290.40' TO POB. BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

(This parcel contains a home with a life estate and one acre surveyed out. The home and acre will transfer with the property at no additional cost to the buyer for the home).

PARCEL ID: 450011568, 22.50 ACRES

SEC. 26-7-22 NENENW, E2NWNENW, N2SENE NW, NESWNENW B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

PARCEL ID: 450011571, 160 ACRES

SEC. 26-7-22 SW B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

PARCEL ID: 450011690, 160 ACRES

SEC. 35-7-22 NE B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST

PARCEL ID: 450011691, 100.05 ACRES

SEC. 35-7-22 NW B1181/P492 CV-2023-72, B1182/P372, CORR B1196/P894 BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST LESS B1201/P761 PT OF NW DESC AS: BEG N440' FROM SW COR OF NW; TH E1980'; TH N440'; TH W1980'; TH S440' TO POB. LESS B1199/P122 PT OF NW DESC AS: BEG SW/C OF NW; TH E1980'; TH N440'; TH W1980'; TH S440' TO POB.

PARCEL 450054034, .999 ACRES

26-07S-22E B1182/P370 PT OF NENENE DESC AS: BEG AT A PT S89°43'09"W AL N LN NENENE 173.40' TO POB; TH W150'; TH S290.40'; TH E150'; TH N290.40' TO POB. BUSCH FAMILY LIMITED PARTNERSHIP POST OAK FLAT LAND COMPANY, LLC SHRUM FAMILY TRUST CORR B1196/P892

For Sale: Prime 539-Acre Pastureland with Water Sources and Trees

Location: Just outside Garvin, between Highways 37 and 70, between Idabel and Valliant, Oklahoma.

Property Highlights:

- **Total Area:** Approximately 539 acres
- **Natural Water Sources:** 80-acre lake, Waterhole Creek, and multiple ponds
- **Terrain:** Mixture of open pastureland and lush, wooded areas
- **Utilities:** Water and electricity available
- **Potential Uses:** Ideal for ranching, farming, investment property, or a secluded hunting retreat

Features:

- **Secluded and Private:** Enjoy the peace and tranquility of rural living
- **Versatile Property:** Suitable for various agricultural and recreational purposes
- **Flexible Sale Options:** Owners are open to selling the entire property or splitting into smaller parcels

Don't miss out on this unique opportunity to own a piece of pristine Oklahoma land. Perfect for those looking to escape the hustle and bustle of city life while still being conveniently located near major highways and towns.

Contact us today to learn more and schedule a viewing!



OKLAHOMA REAL ESTATE COMMISSION

What You Need to Know About Broker Services

A real estate broker may work with one or both Parties to a real estate transaction. *The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, §858-351 – 858-363) allows a real estate firm to provide brokerage services to both Parties to the transaction. This could occur when a firm has contracted with a seller to sell their property and a prospective buyer contacts that same firm to see the property. If the prospective buyer wants to make an offer on the property, the firm must now provide a written notice to both the buyer and seller that the firm is now providing brokerage services to both Parties to the transaction.*

Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction. *These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:*

- *Treat all Parties with honesty and exercise reasonable skill and care.*
- *Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers (unless specifically waived in writing by a party).*
- *Timely account for all money and property received by the broker.*
- *Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.*
- *Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.*
- *Keep confidential information received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:*
 - *That a party is willing to pay more or accept less than what is being offered*
 - *That a party or prospective party is willing to agree to financing terms different from those offered*
 - *The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property*
 - *Any information specifically designated as confidential by the party unless such information is public.*

A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services. *These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:*

- *Inform the party in writing when an offers is made that the party will be expected to pay certain costs, brokerage services costs and approximate amount of the costs.*
- *Keep the party informed regarding the transaction.*

If a broker intends to provide fewer brokerage services than those required to complete a transaction, the broker shall provide written disclosure to the party for whom the broker is providing services. *The disclosure shall include a description of those steps in the transaction that the broker will not provide and state that the broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.*

Disclosure of these duties and responsibilities is required in writing. *The duties and responsibilities disclosed by the broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.*

Services provided to a tenant do not automatically create a broker relationship. *When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.*

Todd Busch
Todd Busch (Jun 28, 2024 11:36 CDT)

Larry Shrum
Larry Shrum (Jun 28, 2024 13:14 CDT)

Thomas Clemens
Thomas Clemens (Jun 28, 2024 13:19 CDT)

BUYER or SELLER acknowledges receipt

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FARM SERVICE AGENCY RELEASE FORM

I, Todd Busch, Larry Shrum and Thomas Clemens authorize the Farm Service Agency USDA/FSA (and/or) NRCS to release to Hunting Country Real Estate LLC, any information concerning cultivated acres, crop bases, and yields, and erosion control contracts, conservation plans, contracts and payments concerning CRP, WRP and subsidy payments.

Legal Description

Todd Busch
Todd Busch (Jun 28, 2024 11:36 CDT)

Larry Shrum
Larry Shrum (Jun 28, 2024 13:14 CDT)

OWNER Thomas Clemens DATE 06/28/2024
Thomas Clemens (Jun 28, 2024 13:19 CDT)

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