

Randolph County

REAL ESTATE AUCTION

WEDNESDAY, JULY 10, 2024 at 10 AM

AUCTION LOCATION: ROUTE Z Classic Country Barn & Grill

121 East Martin Street (Highway Z) Cairo, MO 65239

(Directions: From Highway Z at the Cairo exit off Highway 63, go west to the first place on the left).

PROPERTY ADDRESS: 1385 COUNTY ROAD 1465, MOBERLY, MO 65270

PROPERTY LOCATION: From Highway 24 on the east side of Moberly, MO turn and go north on Randolph County Road 1450 for 2.5 miles to RC Road 1465, turn right and go east 1/4 mile to the Lidsky Property on the left.

OR From the south edge of Cairo, MO off Highway 63, turn and go east 2 miles on RC Road 1430 to the RC Road 1450, turn right and go south 3/4 mile to RC Road 1465, turn left and go east 1/4 mile to the Lidsky Property on the left.



**59.41 TOTAL SURVEYED ACRES OFFERED IN TWO TRACTS,
ALL LOCATED IN TOWNSHIP 54N, RANGE 13W, SECTION 8
IN RANDOLPH COUNTY, MO.**

SELLERS: HOWARD & LYRISSA LIDSKY

Wheeler 
AUCTIONS & REAL ESTATE

23101 HWY. 24, PARIS, MO 65275 | 660-327-5890
WWW.WHEELERAUCTIONS.COM

Chas Wheeler
Owner/Auctioneer

Charlie Nordwald
636-795-4552

Mike Williams
816-797-5450

Kirby Fecht
217-248-2906

For more information
call **Charlie Nordwald**
636-795-4552
wheelerauctions.com

RANDOLPH COUNTY

REAL ESTATE AUCTION

WEDNESDAY, JULY 10, 2024 AT 10 AM
OPEN HOUSE: WEDNESDAY, JUNE 26, FROM 4 PM TO 6 PM

AUCTION LOCATION: ROUTE Z Classic Country Barn & Grill

121 East Martin Street (Highway Z) Cairo, MO 65239

(Directions: From Highway Z at the Cairo exit off Highway 63, go west to the first place on the left).

PROPERTY LOCATION: From Highway 24 on the east side of Moberly, MO turn and go north on Randolph County Road 1450 for 2.5 miles to RC Road 1465, turn right and go east 1/4 mile to the Lidsky Property on the left.

OR From the south edge of Cairo, MO off Highway 63, turn and go east 2 miles on RC Road 1430 to the RC Road 1450, turn right and go south 3/4 mile to RC Road 1465, turn left and go east 1/4 mile to the Lidsky Property on the left.

59.41 TOTAL SURVEYED ACRES OFFERED IN TWO TRACTS, ALL LOCATED IN TOWNSHIP 54N, RANGE 13W, SECTION 8 IN RANDOLPH COUNTY, MO

TRACT 1: Consists of 29+/- acres and lies on the west side of the property, it has frontage and access directly off Randolph County Road 1465 which runs along the entire south side. This tract is primarily open and currently in alfalfa, orchard grass and fescue and is being used for hay production. There are several nice ponds and good fences on this tract.

TRACT 2: Consists of 30+/- acres and lies on the east side of the property, it has frontage and direct access off RC Road 1465 which runs along the entire length of the tract. It is mostly open and currently in grass and being used for permanent pasture. This tract has a large lake on it and enough mature trees to provide some good summer shade for your cattle. This tract is also equipped with some automatic drinkers.

The Lidsky property is setup as a cattle operation with lots of new fences, suitable for intensive grazing and auto drinkers.

The Randolph County FSA Office calls for 42.20 acres of cropland.

Rural water and electricity are available along Randolph County Road 1465.

The Lidsky property was once a part of the Elk Creek Golf Course and there is a concrete cart path that meanders through most of the property.

The Lidsky property is the type we get lots of calls for, small acreage, direct access, rural water, electricity, close to a major highway, perfect for a cattle operation, residential developer or purely recreational.

AUCTION TERMS AND CONDITIONS

Procedure: Property shall be sold subject to confirmation of final bid of individual tracts, combination of tracts or entire offering by seller or sellers at the conclusion of the bidding process.

Down Payment: 10% Down day of auction with the balance due at closing in 30 days or less. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

Title: Title search, preparation and title insurance to be paid 50/50 by the Buyer and Seller.

Possession: Possession given at closing in 30 days or less.

Mineral Rights: The sale shall include 100% of the mineral rights owned by the sellers.

Easements: Sale of the property is subject to any and all easements on record.

Acreage: All acreage is approximate and has been estimated based on current legal descriptions and/or aerial photos.

Auction Method: The property will be sold by the acre by the choice method.

Taxes: The 2024 property taxes will be pro-rated to the date of closing.

Survey: If the property sells together, we will use the existing survey and legals to convey. If it sells split, we will survey the fence line and create new legals and determine exact acreages.

Closing: Anticipated closing date shall be on or before Friday, August 9, 2024 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of Town & Country Abstract Co., 541 W Coates St Ste 101, Moberly, MO 65270, (660) 263-0425.

Agency: Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

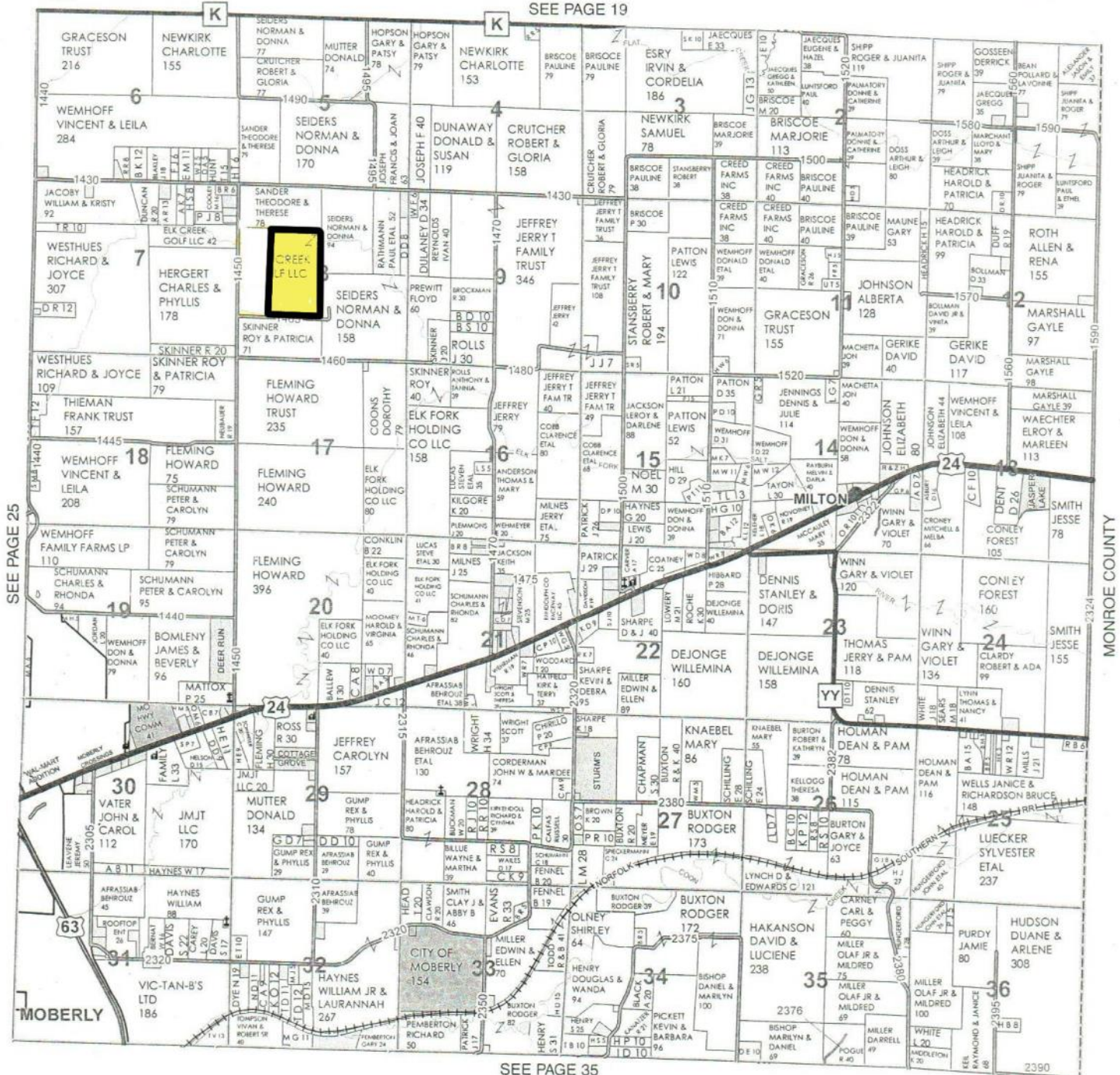
Disclaimer: The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions of the auctioneer are final. The sellers and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

Township 54N - Range 13W

Copyright © 2014 Mapping Solutions

SEE PAGE 19



SEE PAGE 25

SEE PAGE 35

Aerial Map - LIDSKY



Map Center: 39° 29' 21.19, -92° 23' 38.24

0ft 506ft 1012ft

8-54N-13W
Randolph County
Missouri



Maps Provided By:

© AgriData, Inc. 2023 www.AgriDataInc.com

5/24/2024

Certificate of Survey
Part of the West 1/2 of
Section 8, Township 54 North, Range 13 West
Randolph County, Missouri

Legal Description

TRACT A
A tract of land in the West 1/2 of Section 8, Township 54 North of the Base line, Range 13 West of the 24th Principal Meridian, Randolph County, Missouri and being more particularly described as follows:
Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with the East line of said Northwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°40'51"W, 766.00', thence along said East line of said Northwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1256.61' to a point on the West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with said West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 N00°00'00"W, 270.00', thence along said West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 773.34', thence N00°00'00"W, 311.62', thence S00°19'33"W, 272.60' to a point on the West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with said West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 N00°00'00"W, 1316.34' to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 780.36' back to the Point of Beginning and containing 45.01' acres.
Subject to Rights-of-Way and Easements as may now be established.

TRACT B
A tract of land in the West 1/2 of Section 8, Township 54 North of the Base line, Range 13 West of the 24th Principal Meridian, Randolph County, Missouri and being more particularly described as follows:
Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1327.29', thence along said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 N00°00'00"W, 1078.96', thence with said West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1327.29', thence along said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 N00°00'00"W, 1078.96', thence with said West line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1327.29' back to the Point of Beginning and containing 47.01' acres.
Subject to Rights-of-Way and Easements as may now be established.

TRACT C
A tract of land in the West 1/2 of Section 8, Township 54 North of the Base line, Range 13 West of the 24th Principal Meridian, Randolph County, Missouri and being more particularly described as follows:
Beginning at the Center corner of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21', thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21', thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21', thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21', thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21', thence with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 1419.21' back to the Point of Beginning and containing 47.01' acres.
Subject to Rights-of-Way and Easements as may now be established.

TRACT D
A tract of land in the West 1/2 of Section 8, Township 54 North of the Base line, Range 13 West of the 24th Principal Meridian, Randolph County, Missouri and being more particularly described as follows:
Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with the East line of said 1/2 section S00°19'33"W, 579.03', thence along said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 N00°00'00"W, 624.12', thence with said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 624.12' to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13, thence with said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 624.12', thence with said East line of the Southwest 1/4 of the Southwest 1/4 of Section 8-54-13 S00°19'33"W, 624.12' back to the Point of Beginning and containing 42.02' acres.
Subject to Rights-of-Way and Easements as may now be established.

SURVEYORS GENERAL NOTES
1. This Survey is based on recent measurements, legal descriptions, and other information furnished by the client, and other information known to this surveyor. The surveyor warrants that the measurements and other information furnished by the client are true and correct and that the measurements and other information furnished by the surveyor are true and correct. The surveyor warrants that the measurements and other information furnished by the client are true and correct and that the measurements and other information furnished by the surveyor are true and correct.
2. NO TITLE REPORT was provided by the CLIENT.
3. This survey meets or exceeds the accuracy standards set forth in the Missouri Surveying and Mapping Act, Chapter 203, RSMo, and the Missouri Board of Professional Engineers and Land Surveyors, Missouri Statutes, Chapter 203, RSMo, and the Missouri Board of Professional Engineers and Land Surveyors, Missouri Statutes, Chapter 203, RSMo.
4. The surveyor did not search the record for encumbrances, mortgages, liens, or other interests that may affect the surveyed property, but a complete and accurate title report would be provided.
5. This survey is based on MOBILE MONUMENTATION and was performed in accordance with the Missouri Surveying and Mapping Act, Chapter 203, RSMo, and the Missouri Board of Professional Engineers and Land Surveyors, Missouri Statutes, Chapter 203, RSMo.

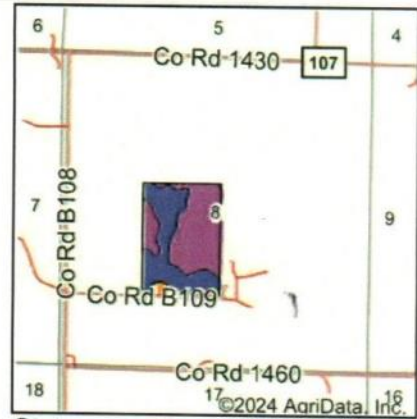
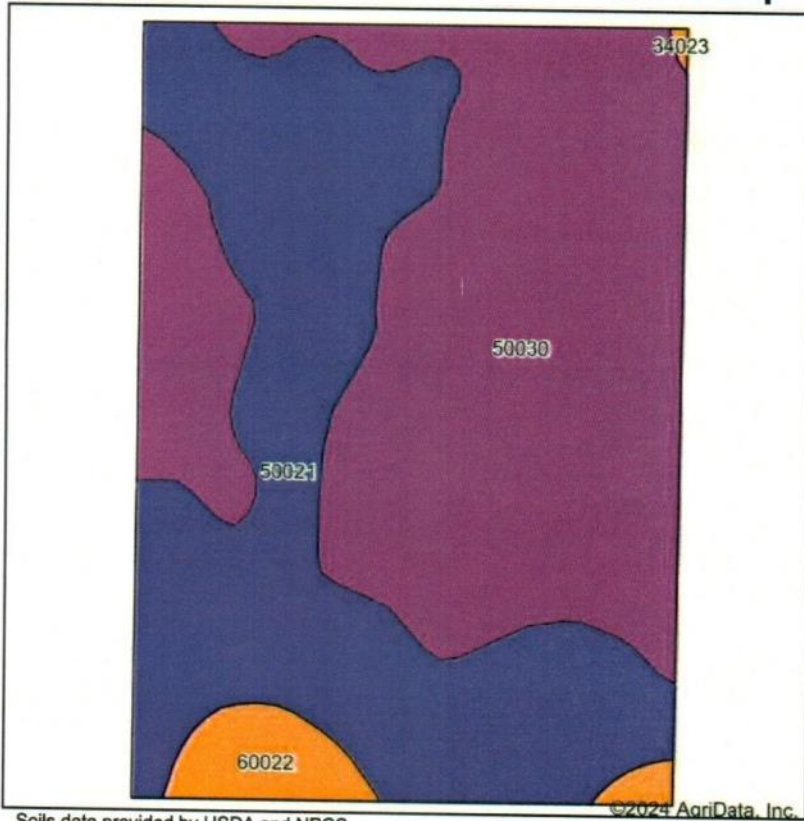
SURVEYORS CERTIFICATION
I HEREBY CERTIFY that this Plan of Survey is based on an actual Survey made by me or under my direct supervision, and that said Survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Department of Natural Resources, Missouri Statutes, Chapter 203, RSMo, and the Missouri Board of Professional Engineers and Land Surveyors, Missouri Statutes, Chapter 203, RSMo.
Date: 05/01/2010
Mare B. Rife, P.L.S. No. 70031(01595)
Eagle Pointe Surveyors, L.L.C., 835066894

EAGLE POINTE SURVEYING



GRAPHIC SCALE
1" = 300'
1" = 300.0'

Soils Map



State: **Missouri**
 County: **Randolph**
 Location: **8-54N-13W**
 Township: **Cairo**
 Acres: **57.97**
 Date: **5/24/2024**

Maps Provided By:





 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

©2024 AgriData, Inc.

Area Symbol: MO175, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Orchardgrass red clover Tons	Tall fescue Tons	Warm season grasses Tons
50030	Keswick silt loam, 9 to 20 percent slopes, eroded	30.72	53.1%		Vle						
50021	Calwoods silt loam, 2 to 5 percent slopes, eroded	24.78	42.7%		Ile	5	7	6	7	6	7
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	2.40	4.1%		IIle						
34023	Moniteau silt loam, 1 to 4 percent slopes, rarely flooded	0.07	0.1%		IIIw			8	7	8	10
Weighted Average					4.16	2.1	3	2.6	3	2.6	3

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



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.

Randolph Co. FSA

SB=Soybeans-COM-GR, DCSB=Double Crop SB
 C=Corn-Yel-GR, Wht=Wheat-SRW-GR
 Milo=Gr Sorghum-GR-GR, Hay=Grass-FTA-Fg
 Gz=Grass-FTA-Gz, Ls=Grass-FTA-Left Stand
 ALF=Alfalfa-None-Fg, Oats=Oats-SPR-Fg
 ALF Mix=Mixed Fg-AGM-Fg, FP=Food Plot
 Clover=Clover-Red-Fg,
 Mixed IGS or LGM=Mixed Fg LGM or IGS
 *Unless notated on Map

1:2,830

Program Year: 2024

Created: 12/4/2023

Flown: 2022-6-20



- clu
- crp

**Farm 6607
Tract 11115**

MISSOURI
RANDOLPH



FARM : 6607
Prepared : 6/3/24 1:32 PM CST
Crop Year : 2024

Form: FSA-156EZ

Abbreviated 156 Farm Record

See Page 2 for non-discriminatory Statements.

Operator Name : HOWARD LIDSKY
CRP Contract Number(s) : None
Recon ID : 29-175-2019-67
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
58.81	42.20	42.20	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	42.20	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
-----------	------------	-----------------------------	-----------	-----

NOTES

--

Tract Number : 11115

Description :
FSA Physical Location : MISSOURI/RANDOLPH
ANSI Physical Location : MISSOURI/RANDOLPH
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : HOWARD LIDSKY, LYRISSA LIDSKY
Other Producers : None
Recon ID : 29-175-2019-66

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
58.81	42.20	42.20	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	42.20	0.00	0.00	0.00	0.00	0.00

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
-----------	------------	-----------------------------	-----------

**AGREEMENT TO PURCHASE REAL ESTATE
AT PUBLIC AUCTION**

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this 10th day of July, 2024 by and between
HOWARD & LYRISSA LIDSKY

(collectively later called the "Seller"), and _____ (later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 1) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **PROPERTY:** Seller agrees to sell and Purchaser agrees to purchase tract(s) _____ sold as a total amount and/or tract(s) _____ sold on a per acre basis with approximately _____ total acres of real estate situated in Randolph County, MO. Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis. Purchaser further acknowledge that this Agreement is not contingent upon financing and that failure to close this transaction on or before Friday, August 9, 2024 due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

2. **PURCHASE PRICE:** Purchaser agrees to pay to the Seller the total sum of _____ (the "purchase price") subject to acreage determination by survey. Purchase price is figured from:

Upon execution of this agreement, the Purchaser will pay by check and not in cash _____ (which amount is equal to ten percent (10%) of the Purchase Price as Earnest Money made payable to and to be held in the escrow account of Town & Country Abstract Co. as escrow agent, there under for delivery to the Seller at the time of closing or as otherwise provided for herein. The balance of the Purchase Price shall be paid by Purchaser to the Seller at closing in cash or form of payment acceptable to the Seller.

3. **TITLE:** Seller shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Town & Country Abstract Co. Title insurance premium policy is to be split 50/50 between the buyer(s) and seller. The Title Commitment shall commit the subject title company to issue Purchaser its standard owner's policy in the amount of the purchase price, showing title to the Property in the name of the Seller.

In the event that the Seller is unable to convey the Property in accordance with the terms of this agreement, Purchaser shall elect to either (a) take the Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (b) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect.

4. **SURVEY:** If survey is necessary, survey shall be provided at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by Multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 2.

5. **CLOSING AND POSSESSION:** The "Closing" shall take place on or before Friday, August 9, 2024 at the office of Town & Country Abstract Co. and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the Purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller Affidavit; FITPA Affidavit; Organizational documents and closing statement) Closing fees to be split equally.

6. **CASUALTY:** Seller will keep the Property and Improvements insured until closing. If the improvements on the property are substantially damaged or destroyed by fire or other casualty prior to closing, then Buyer will have the option of accepting all of the insurance proceeds and proceeding to close this Agreement, or terminating this Agreement. If this Agreement is terminated due to this paragraph then the earnest money will be returned to the Buyer.

7. **WARRANTIES:** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is" and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

8. **MINERAL RIGHTS:** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

9. **REAL ESTATE TAXES AND ASSESSMENTS:** The 2024 property taxes will be pro-rated to the date of closing.

10. **DEFAULT:** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

11. **ENVIRONMENTAL:** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold "as is, where is" and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

12. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/ TRUSTEES/ EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES:** Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

13. **PROVISIONS RELATING TO THE AUCTION COMPANY/ AUCTIONEER/BROKERS/FINDERS/ AGENTS:**

(a) This Agreement is solely between Seller and Purchaser. Wheeler Auctions & Real Estate, L.L.C. (the "Auction Company") and its licensed auctioneers are employed by the Seller. The Auction Company and its auctioneers shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the Purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

14. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

It is agreed between the purchaser(s) and seller(s) that a material part of the consideration to the Purchasers for purchasing is that the Purchaser has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 as amended. Sellers agree that Purchaser may assign this Agreement to an exchange intermediary of Purchasers choice. Purchaser agrees that any and all additional expense, if any, shall be borne by Purchaser and Sellers agree to fully cooperate to complete the exchange.

Seller hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

15. MISCELLANEOUS:

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and Purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid.

16. FSA/NRCS: Seller is obligated to maintain (if any) the current FSA Program and Basis on the above listed real estate. Buyer agrees to the division of FSA Program data as a percent of cropland acres per tract. Buyer assumes the responsibility of any and all FSA or NRCS Programs currently in place. Buyer will be required to maintain and comply with FSA regulations of the CRP contract.

17. Tenant Rights: The initial 2024 hay crop has been removed from the farm , beyond that there are no remaining tenants

18. SPECIAL AGREEMENTS (if any):

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

PURCHASER:

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Phone _____

Email _____

Email _____

Date _____

Date _____

Lender Contact _____

TITLE COMPANY INFORMATION:

Name: Town & County Abstract Co.

Address: 541 W Coates St Ste 101, Moberly, MO 65270

Phone: (660) 263-0425