

# CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT made and entered into this **16<sup>th</sup> day of February 2024**, by and between **Sue Wiegand, Trustee of the Sue Wiegand Declaration of Trust and Trust Agreement, dated July 15, 2010**, hereinafter referred to as "Seller," whether singular or plural, masculine or feminine, and \_\_\_\_\_, hereinafter referred to as "Buyer," whether singular or plural, masculine or feminine.

WITNESSETH:

That for and in consideration of the following covenants and agreements Seller does hereby promise and agree to sell to the Buyer, and the Buyer does hereby promise and agree to purchase from the Seller, the following described property:

*See Attachment "A"*

1. **PURCHASE PRICE:** It is understood and agreed that the purchase price for the above-described property shall be \$\_\_\_\_\_, payable as follows: at the date of execution of this contract the Buyer shall pay to the **Linn County Title, LLC** ten percent (10%) of the purchase price in the sum of \$\_\_\_\_\_ as an earnest money payment. The earnest money payment may be applied to reduce the purchase price at the date of closing, or, in the event of a replacement earnest money deposit by Buyer, Exchange Accommodation Title Holder or Qualified Intermediary, as those terms are defined in the regulations promulgated pursuant to Section 1031 of the Internal Revenue Code, the Closing Agent may reimburse the earnest money deposit to the Buyer. The balance of the purchase price shall be due and payable at the date of closing as stated hereafter, together with Buyer's expenses including, but not limited to, closing fee and recording costs.

2. **EVIDENCE OF TITLE:** Seller shall deliver to Buyer a commitment to issue an Owner's Policy of Title Insurance issued by Linn County Title, LLC, 116 N. Main Street, Brookfield, Missouri, in the full amount of the **purchase price**, naming Buyer as the insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 of the Revised Statutes of the State of Missouri, which policy shall insure the owner's title to be in the condition called for by this contract and which commitment shall provide that said policy shall be issued forthwith after the Seller's deed shall be placed of record. After delivery of said title insurance commitment, Buyer shall have 10 days to examine said title insurance commitment and notify Seller in writing of any objections thereto. If there be any objections, Seller shall, within a reasonable time, furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within 15 days after said notice,

then Buyer, at Buyer's election, may void this contract by written notice to the Seller prior to the furnishings of such commitment, in which case all down-payment paid by the Buyer shall be returned to the Buyer by the Seller. If the title defects are not corrected, or if the failure to furnish said title commitment is due to the fact that the title defects cannot be corrected to the satisfaction of either the Buyer or the Buyer's examining attorney, then this contract shall be void and the down payment shall be returned to Buyer, unless Buyer gives notice to Seller in writing of Buyer's election to waive such defects.

3. **CLOSING COSTS:** Seller shall pay the cost of the above-described title insurance commitment and the owners' policy. Buyer and Seller shall equally divide and pay the closing costs charged by Linn County Title, LLC. Buyer shall be solely responsible for the cost for any mortgage coverage or Lender's Policy of Title, if required by lender for the Buyer, and for any additional cost of any special endorsements which may be required by Buyer's lender.

4. **RESTRICTIONS:** Said real estate shall be conveyed subject to property taxes for the year of closing and thereafter; easements, whether or not recorded, which are openly apparent upon a reasonable inspection of the premises; such other restrictions and easements of record as will not materially impair the use of the real estate that Buyer might reasonably expect to make considering the general character of the neighborhood; and zoning ordinances in effect at the date of closing.

5. **PROPERTY CONVEYED SUBJECT TO CONSERVATION RESERVE PROGRAM CONTRACT:** Said real estate contemplated herein shall be conveyed subject to Conservation Reserve Program Contract. Buyer hereby acknowledges and accepts the terms of the existing CRP Contract No. 11069, attached hereto and incorporated herein as **Attachment "B."** Buyer acknowledges that the subject real estate is enrolled in the Conservation Reserve Program with the USDA Livingston County Farm Service Agency pursuant to the terms of CRP Contract No. 11069. Buyer agrees to assume and continue the current CRP program to avoid any penalties or repayment of previous payments by the Sellers. In the event the Buyer cancels or withdraws from the program before the completion date of the current program, the Buyer agrees to indemnify the Sellers for any penalties or repayments they may incur as a result of the cancellation. The Buyer shall receive the entire 2024 CRP payment. Seller agrees to sign all documents necessary to effectuate said transfer and assignment.

6. **PROPERTY CONVEYED SUBJECT TO FARM LEASE:** Said real estate contemplated herein shall be conveyed subject to a Cash Rent Farm Lease. Buyer hereby acknowledges and accepts the terms of the existing Cash Rent Farm Lease, attached hereto and incorporated herein as **Attachment "C."** The Buyer shall receive all payments due and owing under the Cash Rent Farm Lease for 2024, and each year thereafter.

84           7.     **PROPERTY CONVEYED SUBJECT TO HUNTING LEASE:** Said real  
85 estate contemplated herein shall be conveyed subject to a Hunting Lease. Buyer hereby  
86 acknowledges and accepts the terms of the existing Hunting Lease, attached hereto and  
87 incorporated herein as **Attachment "D."** The Buyer shall receive all payments due and  
88 owing under the Hunting Lease for 2024, and each year thereafter.

89           8.     **REAL ESTATE TAXES:** Buyer shall be responsible for all property taxes  
90 for 2024 and each year thereafter levied against property.

91  
92           9.     **INSPECTION:** Buyer has independently inspected and carefully  
93 examined the real estate and improvements (if any) thereon and neither Seller nor any  
94 other person on behalf of Seller has made, or does now make, any representations,  
95 warranties or agreements as to value, condition, quality, operation or suitability of said  
96 real estate and improvements for any purpose. There are no expressed or implied  
97 warranties pertaining to this property. This real property and improvements, if any, are  
98 being sold in "**as is where is**" condition. With the exception of warranties of title, the  
99 Seller makes no warranties, commitments, or representations whatsoever, either directly,  
100 or through any agent, with respect to the exact tillable cropland acreage (if any), the  
101 condition of the premises, the fair market value of the premises, or the physical,  
102 operational or structural condition of the improvements, if any, thereon. It is the  
103 responsibility of the Buyer to have previously independently determined and ascertain  
104 these matters.

105  
106           10.    **UTILITIES:** Utilities, if any, are currently in the name of the Seller. As of  
107 the date of Possession, meters will be read and thereafter the responsibility for all utility  
108 expenses incurred shall be undertaken by the Buyer.

109  
110           11.    **MAINTENANCE AND CASUALTY LOSS:** Seller agrees to perform  
111 ordinary and necessary maintenance and upkeep of the Property until the date of  
112 Possession. Seller also agrees to keep the improvements on the property fully insured  
113 until date of Possession. If the improvements, if any, to the property are damaged and/or  
114 destroyed by fire, wind or other causes before the closing date, Seller and Buyer agree  
115 that the risk of that damage and/or destruction shall be allocated as follows: If damage  
116 is minor, Seller agrees to repair the property at Sellers expense; If the damage is  
117 substantial, Buyer may elect to either enforce this Contract or cancel it by giving written  
118 Notice to Seller within ten (10) days after receiving notice of substantial damage or  
119 destruction of the property from Seller. If Buyer elects to enforce this Contract, the  
120 Sale/Purchase Price shall not be reduced and the property shall be conveyed in its then  
121 existing condition, in which instance, Seller shall credit Buyer with an amount equal to  
122 Seller's insurance deductible and Seller shall assign, collect and pay to Buyer their  
123 insurance proceeds payable for said substantial damage or destruction.

125           12.     **LIKE KIND EXCHANGE**: If either party to this contract shall utilize the  
126 procedure for deferment of capital gains as set forth in Section 1031 of the Internal  
127 Revenue Code, the other party hereby agrees to fully cooperate with all procedures  
128 necessary to complete the requirements of IRC Section 1031.

129  
130           13.     **NO CONTINGENCIES**: This contract is not contingent upon financing or  
131 appraisal of the real property, and is otherwise free from any other contingencies  
132 whatsoever of either Buyer or Seller.

133  
134           14.     **CLOSING**: This contract shall be closed with a Trustee's Warranty Deed  
135 delivered by the Seller to the Buyer, and the Buyer delivering the balance of the purchase  
136 price to the Seller at the office of Linn County Title, LLC, 116 N. Main Street, Brookfield,  
137 Missouri, on or before **Friday, March 15, 2024 at 10:00 A.M.**, or such other time as  
138 determined by the closing agent.

139  
140           15.     **POSSESSION**: Possession of the real property will be given at the date and  
141 time of closing, subject to the existing CRP Contract, Cash Rent Farm Lease and the  
142 Hunting Lease.

143  
144           16.     **LIQUIDATED DAMAGES**: If this contract is not closed because of default  
145 of the Buyer, all sums theretofore paid, specifically the earnest money paid by Buyer,  
146 shall be kept and retained by Seller as liquidated damages, it being agreed that actual  
147 damages are difficult, if not impossible, to ascertain. The closing agent shall deliver said  
148 funds to the Seller under these circumstances without further authorization being  
149 required.

150           In the event that this transaction should not be closed due to any fault, default, act  
151 or omission on the part of the Seller, then, under this circumstance, the Buyers only  
152 remedy is the return of the deposit payment. The escrow agent shall deliver said funds  
153 to the Buyer under these circumstances without further authorization being required.

154  
155           17.     **NOTICE**: Any notice for which provision is made herein may be given by  
156 registered or certified mail, return receipt requested, but notice so given shall not be  
157 effective unless delivered by the postal authorities within the time herein provided for  
158 such notice. Such notice shall be sufficient if addressed to the party or parties  
159 representative, at the following addresses:

160  
161           SELLER:

162                   Sue Wiegand, Trustee  
163                   c/o ROUNER LAW OFFICE LLC  
164                   400 N. Franklin Street  
165                   Kirksville MO 63501  
166                   (660) 665-7515

167 BUYER:

168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 (P) \_\_\_\_\_  
172

173  
174 Courtesy Copy Provided to:

175 Sullivan Auctioneers, LLC  
176 P.O. Box 111  
177 Hamilton IL 62341-0111  
178

179 18. **MISCELLANEOUS PROVISIONS:**  
180

181 A. Time is of the essence in performing the terms and conditions  
182 of this contract.  
183

184 B. This contract shall be construed in accordance with the laws  
185 of the State of Missouri. Any action brought at law or in equity relating to  
186 or in connection with this contract must be maintained in Livingston  
187 County, Missouri.  
188

189 C. This contract constitutes the full and complete agreement and  
190 understanding between the parties hereto and shall supersede any and all  
191 prior written and oral agreements concerning the subject matter contained  
192 herein.  
193

194 D. This agreement shall be binding upon and enure to the benefit  
195 of the parties hereto, their heirs, legal representatives, successors and  
196 assigns.  
197

198 E. If any material condition or provision herein contained is held  
199 to be invalid, void or unenforceable by a final judgment of any court of the  
200 competent jurisdiction, this contract will become rescinded unless the party  
201 benefited by such condition or provision delivers to the other party, within  
202 ten (10) days after the judgment becomes final, a written waiver of the  
203 condition or provision in which case the remainder of this agreement will  
204 be enforceable.  
205

206 F. The parties each have had the opportunity to review and  
207 negotiate the terms of this contract, and any rule of construction to the affect

208 that ambiguities are to be resolved against the drafting party shall not apply  
209 in the interpretation of this contract.  
210

211 G. This contract may be executed and delivered in any number  
212 of counterparts, each of which so executed and delivered shall be deemed  
213 to be an original and all of which shall constitute one and the same  
214 instrument. Facsimile documents executed, scanned and transmitted  
215 electronically and electronic signatures (including portable document  
216 format) shall be deemed original signatures for purposes of this contract  
217 and all matters related thereto, with such facsimile, scanned and electronic  
218 signatures having the same legal effect as original signatures. Seller and  
219 Buyer agree that this contract, any addendum thereto, or any other  
220 document necessary for the consummation of the transaction contemplated  
221 by this contract may be accepted, executed or agreed to through the use of  
222 an electronic signature in accordance with the Electronic Signatures in  
223 Global and National Commerce Act ("E-Sign Act"), the Uniform Electronic  
224 Transaction Act ("UETA") and any applicable state law. Any document  
225 accepted, executed or agreed to in conformity with such laws will be  
226 binding on both Buyer and Seller the same as if it were physically executed  
227 and Buyer hereby consents to the use of any third party electronic signature  
228 capture service providers as may be chosen by Seller or Auctioneer.  
229

230 H. A modification of any provision herein contained or any  
231 other amendment to this contract shall be effective only if the modification  
232 or amendment is in writing and signed by both Seller and Buyer. No waiver  
233 by any party hereto of any breach or default shall be considered to be a  
234 waiver of any other breach or default. The waiver of any condition shall  
235 not constitute a waiver of any breach or default with respect to any other  
236 condition, representation, or warranty.  
237

238 I. Seller shall pay any sale or brokerage fee associated with this  
239 Contract for Sale of Real Estate.  
240

241  
242  
243  
244 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]  
245  
246  
247

248 IN WITNESS WHEREOF, the parties have executed this contract the day and year  
249 first above written.  
250  
251  
252  
253

254 **SELLER:**  
255 **Sue Wiegand Declaration of Trust and**  
256 **Trust Agreement, dated July 15, 2010**  
257  
258  
259

260 BY: \_\_\_\_\_  
261 Sue Wiegand - Trustee  
262  
263  
264  
265

266 **BUYER:**  
267  
268

269 \_\_\_\_\_  
270 BUYER \_\_\_\_\_  
271 (Printed Name)  
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274 \_\_\_\_\_  
275 BUYER \_\_\_\_\_  
276 (Printed Name)  
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**Attachment "A"**

*TRACT 1: The Southeast quarter of Section Six (6), in Township Fifty-six (56), Range Twenty-two (22), Livingston County, Missouri.*

*TRACT 2: The North Half of the Northeast Quarter of Section Seven (7), in Township Fifty-six (56), Range Twenty-two (22), Livingston County, Missouri.*

*Subject to any easements, restrictions, covenants and reservations of record.*

# CONTRACT FOR SALE OF REAL ESTATE

## Attachment "B"

FROM : Rick Wiegand Hog Farm

PHONE NO. : 3044674971

Jun. 29 2016 01:52PM P1

This form is available electronically.

Page 1 of 1

<b>CRP-1</b> (10-22-15) <b>U.S. DEPARTMENT OF AGRICULTURE</b> <b>Commodity Credit Corporation</b>		<b>1. ST. &amp; CO CODE &amp; ADMIN. LOCATION</b> <div style="text-align: center;">29 117</div>																					
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		<b>2. SIGN-UP NUMBER</b> <div style="text-align: center;">48</div>																					
<b>7A. COUNTY OFFICE ADDRESS (Include Zip Code)</b> LIVINGSTON COUNTY FARM SERVICE AGENCY 1100 MORTON PARKWAY CHILLICOTHE, MO 64601-3723		<b>3. CONTRACT NUMBER</b> <div style="text-align: center; font-size: 1.2em;">11069</div>																					
<b>7B. TELEPHONE NUMBER (Include Area Code):</b> (660) 646-6220		<b>4. ACRES FOR ENROLLMENT</b> <div style="text-align: center;">116.98</div>																					
<b>5. FARM NUMBER</b> <div style="text-align: center;">0002045</div>		<b>6. TRACT NUMBER(S)</b> <div style="text-align: center;">0002054</div>																					
<b>8. OFFER (Select one)</b> GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>		<b>9. CONTRACT PERIOD</b> FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) <div style="text-align: center;">12-01-2016 09-30-2017</div>																					
<p><small>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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. 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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.</small></p>																							
<b>10A. Rental Rate Per Acre</b> \$ 204.28		<b>11. Identification of CRP Land (See Page 2 for additional space)</b>																					
<b>10B. Annual Contract Payment</b> \$ 23,897		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">A. Tract No.</th> <th style="width: 15%;">B. Field No.</th> <th style="width: 15%;">C. Practice No.</th> <th style="width: 15%;">D. Acres</th> <th style="width: 15%;">E. Total Estimated Cost-Share</th> </tr> </thead> <tbody> <tr> <td>0002054</td> <td>0001</td> <td>CP33</td> <td>42.72</td> <td>0</td> </tr> <tr> <td>0002054</td> <td>0002</td> <td>CP33</td> <td>69.26</td> <td>0</td> </tr> <tr> <td>0002054</td> <td>0007</td> <td>CP33</td> <td>5.00</td> <td>0</td> </tr> </tbody> </table>		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	0002054	0001	CP33	42.72	0	0002054	0002	CP33	69.26	0	0002054	0007	CP33	5.00	0
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0002054	0002	CP33	69.26	0																			
0002054	0007	CP33	5.00	0																			
<b>10C. First Year Payment</b> \$		<p><small>(Item 10C applicable only to continuous signup when the first year payment is prorated.)</small></p>																					
<b>12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)</b>																							
<b>A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):</b> SUE WIEGAND 1675 COUNTY ROAD 600 N EUREKA, IL 61530-9322		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; vertical-align: top;"> <b>(2) SHARE</b>  <div style="text-align: center;">100.00%</div> </td> <td style="width: 25%; vertical-align: top;"> <b>(3) SIGNATURE</b>  <div style="text-align: center;"><i>Sue Wiegand</i></div> </td> <td style="width: 25%; vertical-align: top;"> <b>(4) DATE (MM-DD-YYYY)</b>  <div style="text-align: center;">06-29-2016</div> </td> </tr> </table>		<b>(2) SHARE</b> <div style="text-align: center;">100.00%</div>	<b>(3) SIGNATURE</b> <div style="text-align: center;"><i>Sue Wiegand</i></div>	<b>(4) DATE (MM-DD-YYYY)</b> <div style="text-align: center;">06-29-2016</div>																	
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<b>13. CCC USE ONLY</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; vertical-align: top;"> <b>A. SIGNATURE OF CCC REPRESENTATIVE</b>  <div style="text-align: center;"><i>James Cope</i></div> </td> <td style="width: 40%; vertical-align: top;"> <b>B. DATE (MM-DD-YYYY)</b>  <div style="text-align: center;">06-29-2016</div> </td> </tr> </table>		<b>A. SIGNATURE OF CCC REPRESENTATIVE</b> <div style="text-align: center;"><i>James Cope</i></div>	<b>B. DATE (MM-DD-YYYY)</b> <div style="text-align: center;">06-29-2016</div>																		
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<p><small><b>NOTE:</b> 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 7 CFR Part 1410, 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.), and the Agricultural Act of 2014 (Pub. L. 113-79). 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.</small></p> <p><small>This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). 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.</small></p>																							

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2800 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 680-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

SIP = \$17,547  
 116.98 ac x 10 yrs x \$15

240 Ac.  
Livingston Co.**CASH RENT FARM LEASE**

THIS CASH RENT FARM LEASE is made and executed on Feb 9, 2022, by and between Rick Wiegand; hereinafter referred to as "Lessor" and Andrew J. Toelbusch hereinafter referred to as "Lessee".

1. **TERM** The term of this lease shall be from Jan 1 2023 to Dec 31 2025 and shall terminate on Dec 31, 2025 without the requirement of notice by either party.

2. **RENT** Lessee agrees to pay Lessor \$21,712 payable March 1 of each lease year; amount payable is subject to prior advances. This rent is based upon a total of 92 tillable acres at the rate of \$ 236 per acre.

3. **RIGHT TO SELL** Lessor reserves the right to sell a part or all of the farm real estate at any time, by giving the Lessee 30 days written notice of said intention to sell. In the event Lessor should sell a portion or all of the farm real estate, the Lessee shall be entitled to the harvest the crop then growing on said real estate to be sold, with the lease to end on such property at the end of that year. The Rent for the balance of the lease term will be adjusted pro-rata based on the number of acres sold and compared to the total acres.

4. **DESCRIPTION AND USE OF THE PREMISES** Lessor leases to the Lessee, for the sole purpose of growing row crops, a part of certain real estate located in LIVINGSTON Counties, Missouri as follows:

See Exhibit "A" attached hereto and incorporated herein by reference;

hereinafter referred to as the "premises". This lease covers only that part of the premises currently being cultivated by Lessor. The lease also includes the use of the grain bins during the lease term, with Lessee to be responsible for any damage to the bins.

5. **OPERATIONS AND GOOD FARMING AND HUSBANDRY PRACTICES** Lessee shall operate and use the premises for the sole purpose of conducting a first class agricultural operation under the terms and conditions of this lease. Lessee shall perform all work required and essential in a good and workmanlike manner such as it will be conducive to the very best results to be had and shall use and furnish at its sole expense all equipment, tools, seed, fertilizer, and labor required in said farming operation.

6. **DELIVERY OF POSSESSION AND EXPIRATION OF LEASE** During the last year of the lease, the Lessee agrees to deliver possession of the premises as soon as the crops are harvested and removed in order that the Lessor or his assigns may enter and prepare the soil for future planting. Lessee shall not do any fall plowing or planting without the prior written consent of the Lessor. All such planting or plowing done without the prior written consent of the Lessor shall be at the Lessee's sole risk and the Lessor shall have no obligation whatsoever to pay the Lessee anything therefore.

7. **INDEMNITY AND HOLD HARMLESS AGREEMENT; INSURANCE** Lessee agrees to indemnify and hold the Lessor harmless for any and all liability claims which might be made by any third party due to damage or injury caused by Lessee's negligent actions on the property. Lessee also agrees to obtain and maintain in force during the lease, a policy of public liability insurance in an amount agreeable to Lessor which names Lessor as an additional insured.

8. **DEFAULT** If any default is made in the payment of rent or any part thereof at the time provided, or if Lessee assigns or subleases, or abandons or vacates the land, or if after 10 (ten) days written notice setting forth the default, default shall continue by Lessee in the performance of any other covenant, term or condition to be performed by Lessee, Lessor shall have the right to reenter and take possession of the land and the Lessee upon written demand shall peacefully surrender possession thereof to Lessor, and all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Lessor's right to the rental for the term herein specified. Upon taking possession hereunder Lessor may, at its election, terminate and end this lease upon giving Lessee written notice thereof, or Lessor may re-let the property and Lessee shall be liable for and will pay as it accrues the difference in the rental for the balance of the term. The Lessor shall succeed to all of Lessee's rights in any growing crops on the premises.

9. **NO SUBLETTING** Lessee shall not sublet the premises or any part thereof or assign this lease in whole or in part without the Lessor's prior written consent.

10. **LESSOR'S LIEN** Lessor shall be entitled to and shall have a valid claim and lien against the Lessee's crops on the Premises for any loss due to the Lessee's failure to fulfill and perform or carry out any terms and conditions of this lease.

11. **CARE OF PREMISES** The Lessee agrees to seasonably prepare the ground, plant, and harvest all crops; destroy and keep down noxious weeds, growths, insects and rodents; maintain in good repair all fences on the premises; and manage the farm in accordance with the practice of good husbandry. The representatives or agents of the Lessor shall at all times have the right to inspect the premises and crops, to make repairs, and to show the premises to prospective tenants or purchasers. The Lessee agrees not to commit waste on the premises, nor to break or prepare new ground without the consent of the Lessor.

12. **EASEMENTS** This lease is subject and subordinate to all easements and all oil, gas and mineral leases now affecting the demised premises and shall be subject and subordinate to any easements and to any oil, gas, and mineral leases affecting the demised premises hereafter executed by the Lessor.

13. **REPAIRS** The Lessee agrees to keep any improvements on said Premises in as good condition as they were when the Lessee took possession, reasonable wear and tear, and damage by the elements excepted.

14. **UNLAWFUL USE: HAZARDOUS WASTE PROHIBITED** The Lessee is hereby expressly prohibited from occupying or using the premises, or permitting them to be be

occupied or used, contrary to law. The Lessee agrees to protect the Lessor and save it harmless from any loss, claim, damage or expense which may be assessed against the land described herein or the Lessor because of any unlawful use or occupation of these premises by the Lessee. Lessee also agrees to keep the Premises free from all hazardous substances and be in compliance with all environmental laws. Lessee shall remove all hazardous substances and cure any violations of any environmental laws, and hold Lessor harmless from all costs, expenses, liability and damages by reason of Lessee's breach of this agreement.

15. **CONSERVATION PRACTICES** The Lessee will control soil erosion as completely as practicable, and by filling in or otherwise controlling small washes or ditches that may form. The Lessee will keep in as good of repair as on the date of the Lease, all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

16. **BINDING EFFECT** This lease shall be binding upon and will inure to the benefit of the parties hereto, their successors and assigns.

17. **AMENDMENT** This lease may be amended, waived, or discharged only by a written agreement signed by both the parties hereto.

18. **ATTORNEY FEES** In the event of default by the Lessee, Lessee shall pay all of the Lessor's costs and expenses, including reasonable attorney fees, in enforcing this lease.

IN WITNESS WHEREOF, the parties hereto have on the date above mentioned caused this lease to be executed.

Rick W. Jegan

Don Riddell

LESSOR

LESSEE

CONTRACT FOR SALE OF REAL ESTATE  
Attachment "D"

**HUNTING LEASE**

This Hunting Lease is entered into on this 20 day of Jan, 2023, between Rick Wiegand (hereinafter "LANDLORD"), with an address of 1675 CO. RD. 600 N E Wiegand and Greg Angel and other (hereinafter "Tenant"), with an address of 869 Nowhere RD. Dainelsville Georgia 30633

This Hunting Lease provides Tenant a license to enter onto the real property described as 240 acres in Livingston Co. Twnshp \_\_\_\_\_ N Range \_\_\_\_\_ W Sect \_\_\_\_\_ (hereinafter "the Property"), for the sole purpose to do the following: Hunting & trapping seasons posted by Mo Dept. of Conservation, and all acts normally incidental thereto. This license to use the Property shall begin on Jan 2023, and shall terminate on Jan 15 2026. This license grants Tenant, and Tenant's guests, agents, employees, invitees, or visitors (collectively "Tenant"), the use of the Property as described above. This Lease grants no other interest in the Property other than the license specifically granted herewith.

In consideration of the grant of license from Landlord to Tenant as set forth herein, Tenant agrees to pay Landlord, rent as follows: rent for this 3 year lease will be based on \$ 5760 per year and paid by the sum of \$ 5760 per year, due on or before March 1 of each year.

IF TENANT FAILS TO PAY RENT IN A TIMELY FASHION AS SHOWN ABOVE, TENANT'S RIGHTS HEREUNDER ARE EXPRESSLY EXTINGUISHED, AND LANDLORD MAY RELET THE PROPERTY WITHOUT ANY FURTHER NOTICE TO TENANT, AND LANDLORD MAY KEEP TENANT FROM ENTERING ONTO THE PROPERTY USING ANY LEGAL MEANS NECESSARY.

Tenant agrees to comply with the following conditions and restrictions pertaining to Tenant's use of the Property. Tenant acknowledges that the conditions and restrictions set forth herein are vital to the safety and well-being of Tenant, other allowed users of the Property, adjoining landowners and users, and the fish and game and ecology of the Property, and that failure to follow the conditions and restrictions herein will or may cause a dangerous, unsafe and environmentally destructive condition.

Tenant agrees that a violation of the following restrictions shall allow Landlord, in Landlord's discretion, to immediately terminate Tenant's license as set forth herein, and to remove Tenant from the Property. Based on same, in addition to all other terms of this Lease, Tenant agrees to the following twelve conditions:

1. To obey all laws, regulations, licensing requirements, rules, and ordinances, (collectively "Laws") including all Laws pertaining to the taking of fish and game, and of the use of public and private lands, of the County of Livingston, State of MO, and of the United States Department of the Interior.
2. To not create, or to allow the creation of, a nuisance, or allow any waste, injury, or destruction to the Property and all items on the Property, except for the taking of fish and game, and normal camping and uses incident thereto as allowed by Law.
3. To not use, or allow the use of, the Property for any purpose other than set forth in the use declaration above.
4. To remove all litter, trash, debris, and other materials from the Property before Sept 14th 2018.
5. To not construct any improvement, blind, stand, cover, or other like item of a permanent nature, without Landlord's written permission therefore.
6. To not allow any person other than specifically set forth herein to hunt, fish, camp, or otherwise use the Property.
7. To not alter, or allow the alteration of any part of the Property, or any improvements on the Property.

8. To not allow the discharge of any firearm or other weapon, such that the projectile will cross any boundary of the Property, and to not cross the boundary of the Property with any loaded firearm.
9. To track and to retrieve all wounded game, and to field-dress all game where the game falls.
10. To not disturb, harass, shoot, or otherwise harm any livestock maintained on the Property.
11. To leave all fences and gates as found in their then condition, open if found open and closed if found closed, to enter the Property only through those gates as instructed by Landlord, and to not place any locks on gates and fences not expressly approved by Landlord.
12. Where applicable, to drive only on established paths and roads, and to not drive over fields and/or rangeland.

Tenant agrees to not impede any farming operations with hunting equip and agrees to maintain all property in the same manner as it was at the start of this lease. Any damage to property by tenant or tenants guests will be the responsibility of the tenant.

Tenant agrees to indemnify and hold Landlord harmless from all actions, claims, judgments, lawsuits and cross or counter claims, whether brought by Tenant, any persons affiliated with Tenant, or any third parties, resulting from Tenant's license and use of the Property, including Landlord's costs of suit and attorney's fees.

In the event Tenant makes any alterations or places any additions on the Property, any such alterations and/or additions shall become the property of Landlord and shall be deemed attached to the land. Tenant shall remove any alterations and/or additions made without the express written consent of Landlord if so requested by Landlord. This license is not assignable, and any purported assignment without Landlord's consent is without force and effect, shall be null and void, and shall not operate to create any rights in any purported assignee in and to the Property. However, Landlord shall not unreasonably withhold consent to any assignment if such proposed assignment is based upon Tenant's inability to use this license due to illness or other problems which would defeat Tenant's use of this license. However, nothing herein shall allow Tenant to assign or resell this license for a profit. Landlord's consent to any assignment is expressly contingent on Tenant assigning and paying to Landlord any payment and compensation received by Tenant from any assignee of this license.

Tenant expressly acknowledges that Tenant's use of the Property is non-exclusive with respect to the grazing of livestock, agricultural use, and other non-hunting and/or fishing uses by Landlord or any party affiliated with Landlord. Tenant agrees to not impair, destroy, threaten, or injure such other uses.

This Lease creates no rights into any sub-surface minerals, ground water, materials or deposits. Tenant expressly agrees Tenant will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.

Landlord may enter onto the Property for normal maintenance and repairs, for Landlord's own use, and for purpose of inspecting the Property to insure Tenant's compliance with the terms and condition of this Lease.

Landlord expressly disclaims any warranty of fitness or merchantability with respect to the Property, and Tenant takes the Property AS-IS, with all faults, dangerous conditions, and attributes, whether known to Landlord and/or Tenant or not. Landlord makes no warranty that during the term of this Lease, there exists any game, fish, or fowl on the Property for hunting purposes.

The Property consists of mostly undeveloped and untamed land, including but not limited to possible brush, boulders, watersheds, flood zones, flammable material, ravines, caves, holes, rivers, poisonous animals and insects, bats, and other wild animals, all of which may be dangerous, harmful or fatal to

humans and to property. Tenant acknowledges such potentially dangerous conditions, assumes all risk and liability associated with same, and agrees that Landlord will have no liability whatsoever with respect to any illness, injury, death or destruction to Tenant or Tenant's property. Tenant acknowledges that although Landlord may have a greater knowledge of the Property than Tenant, that it is impracticable and impossible for Landlord to list and/or to physically show Tenant each and every possible hazard on the Property which is unknown to Tenant, and Tenant enters onto the Property despite same and at Tenant's own risk and without liability to Landlord.

In the event of a default of this Lease by Tenant, in addition to any other remedies allowed by Law, Landlord may (i) re-enter the Property, (ii) eject Tenant from the Property, (iii) relet the Property for benefit of Tenant and to obtain rent directly from any new licensees resulting from such reletting, (iv) terminate this lease, (v) sue Tenant for any deficiency in the payment of rent and/or for any injury or damage to the Property, (vi) retain Tenant's security deposit in an amount to compensate Landlord for the breach and (vi) resort to self help and to change locks, remove Tenants from the Property, and to deprive Tenant of access to the Property by any other means.

In the event either Landlord or Tenant files any suit or other legal proceeding against the other to compel compliance with any term(s) of this Lease, to prevent or stop a breach of this Lease, to obtain a judicial interpretation of the terms of the Lease, or for any other reason, the prevailing party in such suit or proceeding shall be entitled, in addition to its damages and costs of suit, reasonable legal fees as determined by the court.

Any suit, action or legal proceeding shall be maintained in Linn County, MO. This Lease, and all rights and obligations resulting therefrom, shall be interpreted and determined under the laws of MO. This Lease constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the license created herein. Any modification, alteration, or supplement to this Lease shall, to be effective, be in writing and signed both parties. Any writings and/or notices shall be delivered to Landlord and Tenant, first class mail with postage prepaid, at the respective addresses set forth above, or such other address as each party may, from time to time, instruct the other party in writing. This Lease is effective on the date first written above.

Landlord:

Tenant:

Rick W. [Signature]

X [Signature]

X [Signature]

X [Signature]

## LEASE AGREEMENT

### Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of Hunting Lease

I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between Rick and Sue W. H. H. H., et al. (hereinafter the Lessor, whether one or more), and Greg H. H. H., et al., dated Jan 20, 2023 I understand the terms, provisions and conditions of that Hunting Lease Agreement and agree to abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in

Livingston County, Missouri, or of any roads, buildings, gates or other improvements located thereon. This document to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to : poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways or senders, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

As used in this release, the terms I, my person and myself include minors in my care while

on the leased premises.

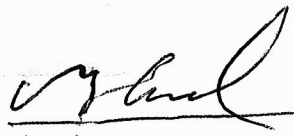
Date and signed this 29 day of January, 2023.


\_\_\_\_\_  
(Hunter's

\_\_\_\_\_  
(Hunter's Printed Name)

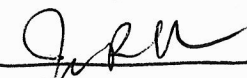
\_\_\_\_\_  
(Hunter's Address)

Please  
All Hunters sign and  
print their names and  
address

X Greg Angel   
869 Nowhere Rd Danielsville GA 30633

X Danny Bond   
145 Red Oak Dr Commerce, Ga. 30530

~~~~ ~~~~

X Jimmy R Hargen (Rusty)   
544 North Main St Danielsville GA 30633